



MORTGAGE

THIS MORTGAGE is made this 3rd day of February, 1982, between the Mortgagor, Mike and Janis Noles (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three thousand, three hundred, four and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 3, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 15, 1984

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville, State of South Carolina:

All that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the southwestern side of Brookway Drive and being known and designated as Lots Nos. 11 and 12 of Block E on a revised plat of GROVE PARK recorded in the RMC Office for Greenville County and also being shown on a more recent plat made by Carolina Engineering & Surveying Co., dated August 17, 1967, entitled "Property of Fred W. Owens and Mattie E. Owens", recorded in the RMC Office for Greenville County in Plat Book RRR at Page 117, and having, according to the latter plat, the following metes and bounds, to-wit:

Begining at a point on the southwestern side of Brookway Drive, joint corner of Lots 10 and 11 and running thence S.39-00 W. 308 feet to the center of a creek; thence along said creek, center of creek the line, N. 47-47 W. 81 feet; thence N. 45-00 E. 300 feet to Brookway Drive, thence along said Drive, S. 39-10 E. 4 feet; thence continuing along said Drive, S. 58-23 E. 46 feet to the beginning point.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and right-of-way appearing on the property and/or of record.

This is the same property as that conveyed to the Grantors herein by deed from Larry G. Shaw Builder, Inc., recorded in the RMC Office for Greenville County in Deed Book 940 at Page 20 on April 3, 1972.

The mailing address of the Grantors herein is: 9 Brookway Drive, Greenville, S. C.

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which has the address of 9 Brookway Drive Greenville
(Street) (City)
S.C. 29605 (herein "Property Address");
(State and Zip Code)

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To HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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