



MORTGAGE

THIS MORTGAGE is made this... 4th ... day of March ... 1982, between the Mortgagor, ... Thomas M. Hayes and Judith C. Hayes ... (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 ... eighteen thousand ... four hundred forty-four and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated ... March 4, 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 ... April 16, 1987 ...

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina being known and designated as Lot No. 126 on a plat of Pine Brook Forest Subdivision according to a plat prepared by Charles K. Dunn, Surveyor, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4X at pages 48 and 49.

This conveyance is made subject to all recorded easements, rights of way and set back lines and also, subject to recorded restrictions in said R.M.C. Office in Deed Book 779 at page 767.

This being the same property conveyed unto the Grantor herein by deed from Robert A. Clay and W.W. Kellett, Jr., as Trustees for Oak Trust, under that certain Trust instrument recorded in the R.M.C. Office for Greenville County, South Carolina, on March 25, 1968, in Deed Book 840 at Page 277, said deed being dated September 3, 1971.

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This being the same property conveyed by deed from Oak, Inc. recorded in the E.M.C. Office for Greenville County, South Carolina on September 21, 1976 in Deed Book 1043 on Page 197 and dated September 16, 1976.

which has the address of ... 3 Pinewood Drive, Rt. 14, ... Greenville, ... S.C. ... 29607 ... (herein "Property Address");

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 seized 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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