



MORTGAGE

BOOK 1577 PAGE 170

THIS MORTGAGE is made this 23rd day of July 1982 between the Mortgagor, Carrie Austen Hester (formerly known as Carrie Austen) (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Two thousand, six hundred, ninety dollars and 64/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 23, 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 August 1, 1985

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 Chick Springs Township, Greenville County, State of South Carolina, lying on the north side of the U.S. Dual Lane Highway No. 29, about one mile northwest from the City of Greer, being designated as Lots Nos. 1 and 2 on a plat of property made for G. W. Whilden by Piedmont Engineering Service, dated November, 1947, and having the following courses and distances:

BEGINNING on an iron pin on the right-of-way of said U.S. Highway corner of property now or formerly owned by J. W. Frady, and runs thence with the Frady line, N. 24.45 W. 350 feet to an iron pin, joint corner of Lots Nos. 1 and 3; thence S. 67.25 W. 150 feet to an iron pin; thence S. 24.45 E. 350 feet to an iron pin on the right-of-way of said U.S. Highway; thence along said right-of-way N. 67-25 E. 150 feet to the beginning corner, and being the same property conveyed to me by G. W. whilden by deed dated September 26, 1950, recorded in the R.M.C. Office for Greenville County in Deed Book 422 at page 423.

The above property is conveyed subject to an easement or right-of-way 10 feet in width at all points, extending from the right-of-way of U.S. Highway No. 29 over and along the eastern part of Lot No. 1 to the margin of Lot No. 3, said 10-foot strip having for its eastern boundary the western line of said property now or formerly owned by J. W. Frady. The purpose of this easement or right-of-way is to allow ingress and egress to the owners of Lots Nos. 3, 4, and 5 on the plat above referred to, and is in favor of the owners of said lots.

This is that same property conveyed by deed of Carl E. Yaeger to Carrie Austen Hester (formerly known as Carrie Austen), dated 9/15/58, recorded 10/7/58, in Deed Volume 608, at Page 24, in the R.M.C. Office for Greenville County, SC.

which has the address of 1352 W. Wade Hampton Blvd. Greer SC 29651 (herein "Property Address"); (Street) (City) (State and Zip Code)

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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