

FEB 17 1983

# MORTGAGE

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THIS MORTGAGE is made this 12th day of January 1983, between the Mortgagor, Joe D. Langley and Martha A. Langley (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 Thirty Two Thousand One Hundred Sixty Three and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 12, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 2/1/88

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, with all improvements thereon, or hereafter constructed thereon,, situate, lying and being in the State of South Carolina, County of Greenville, in Paris Mountain Township, about 4 miles northwest of the City of Greenville, known and designated as Tract No. 5, of the property of South Carolina Pinson, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of road opposite center line of new road; thence with the old line S. 32 W. 97.5 feet to old iron pin 3X on line; thence S. 50 E. 600 feet to iron pin 3X near the below Spring; thence N. 33 E. 595 feet to iron pin in new road; thence N. 1-45 W. 65 feet to angle in road at culvert; thence continuing with said road, N. 66-45 W. 238 feet to angle; thence S. 60-15 W. 410 feet to angle; thence N. 87-10 W. 164 feet to the beginning, containing six (6) acres, more or less.

The above property was conveyed to D. V. Langley by a Deed recorded in Volume 246 at Page 74 in the R. M. C. Office for Greenville County on July 16th, 1942. D. V. Langley died testate on December 23, 1974, and devised the above property to Joe D. Langley. D. V. Langley's estate is probated in Apartment 1364, File 16 of the Greenville County Probate Court.

which has the address of Rt. 9, 500 Crestwood Drive, Greenville, SC 29609 (Street) (City) (herein "Property Address"); (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 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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