

S.C.  
PH '83  
JONNIE S. TANNER  
R.M.C.

# MORTGAGE

BOOK 1595 PAGE 415

LEATHERBERRY, TERRY, FOOD & MANN

THIS MORTGAGE is made this 16th day of February 19. 83, between the Mortgagor, Herschel Lewis Morningstar and Verna H. Morningstar (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-seven Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 16, 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 March 1, 2013.

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, situate, lying and being on the northern side of Pelham Road and the eastern side of Cameron Lane in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 1 on plat entitled "Section I, Blair Estates" recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-R, Page 58, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern right-of-way of Cameron Lane at the joint front corner of Lots 1 and 2 and running thence with the eastern right-of-way of Cameron Lane, S. 20-52 E. 127.6 feet to an iron pin; thence S. 64-50 E. 36 feet to an iron pin on the northern right-of-way of Pelham Road; thence with said road right-of-way, N. 74-14 E. 92.4 feet to an iron pin; thence leaving said road and running N. 9-20 W. 165.1 feet to an iron pin at the joint rear corner of Lots 1 and 2; thence with the joint line of said lots, S. 69-08 W. 150 feet to the Point of Beginning.

The above described property is the same property conveyed to the Mortgagors by Deed of T. B. Henry recorded July 7, 1980 in the R.M.C. Office for Greenville County in Deed Book 1128 at Page 739.

This mortgage is equal in lien priority to that certain mortgage held by American Federal recorded February 22, 1983 in Mortgage Book 1595 Page 411 in the R.M.C. Office for Greenville County.

Default in this mortgage also constitutes a default in that certain mortgage held by the above mentioned.

This mortgage is not assumable and the lender intends to exercise its rights under Paragraph 17 in this mortgage.

which has the address of 6. Cameron Lane, Greenville, S.C. 29615 (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 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.

041

4328 RV-2