

FILED
APR 10 1984
S. Tarkenton

MORTGAGE

Documentary Stamps are figured on
the amount financed: \$ 14,185.68

THIS MORTGAGE is made this 14th day of March 1984, between the Mortgagor, Judy C Hayes and Thomas Michael Hayes (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 Thirteen Thousand nine Hundred Twenty six and 24/100-- Dollars, which indebtedness is evidenced by Borrower's note dated March 14, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 14, 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 RMC Office for Greenville County, South Carolina in Plat Book 4 x 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 RMC 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.

This is the same property conveyed by deed of Oak Inc. , unto Judy C Hayes and Thomas Michael Hayes, dated 9-16-76 recorded 9-21-76 in volume 1043 at page 197 of the RMC Office for Greenville County, Greenville, SC

which has the address of 3 Pine Wood 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 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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