

GREENVILLE S.C.
FILED
APR 7 2 02 PM '83
DONNIE R. MCNEELY

MORTGAGE

1983-1992

THIS MORTGAGE is made this 6th day of April 1983 between the Mortgagor, James R. Wardlaw (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 Twelve Thousand, Eight Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 6, 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 May 1, 1998.

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 in the County of Greenville, State of South Carolina, being known and designated as Lot No. 91 on plat of Victor - Monaghan Hills, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book S at Page 179, and having, according to a plat of property of Randy Wardlaw to be recorded herewith, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the corner of Ravenel Street and Haynesworth Street and running along Haynesworth Street S. 6-39 W. 76.2 feet to an iron pin at the corner of Lots Nos. 91 and 90; thence running with the line of said lots N. 83-21 W. 93.5 feet to an iron pin; thence running along the joint line of Lots Nos. 91 and 71, N. 3-01 E. 87.9 feet to an iron pin; thence along Ravenel Street S. 76-41 E. 100.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of T. R. Satterfield and Wanda Lou Moore to be recorded herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY
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which has the address of 2 Haynesworth Street Greenville
(Street) (City)
South Carolina 29611 (herein "Property Address");
(State and Zip Code)

400 8-31541801

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.

RECORD

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