

# MORTGAGE

THIS MORTGAGE is made this 20th day of May 1983 between the Mortgagor, Herbert Bailey Hendley and Sylvia B. Hendley (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 Fifty-seven thousand, four hundred, sixty-three and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 20, 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 June 10, 1993;

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 lying in the State of South Carolina, County of Greenville, shown as a portion of Lot 75 on plat of Devenger Place, Section 1, recorded in Plat Book 4X at Page 79 and having the following courses and distances:

BEGINNING at an iron pin on Longstreet Drive, joint front corner of the portion of Lot 75 owned by McGaughy and the portion owned by Hendley and running thence with their joint line, N. 50-10 E. 149.9 feet to an iron pin at joint rear corner; thence along rear line of McGaughy, S. 41-25 E. 5.9 feet to an iron pin; thence a new line through Lot 75, S. 52-26 W. 150.3 feet to an iron pin, the point of beginning.

This is that same property conveyed by deed of James A. McGaughy and Frances M. McGaughy to H. Bailey Hendley and Sylvia B. Hendley, dated July 2, 1976, recorded July 6, 1976, in Deed Volume 1039, at Page 185, in the R.M.C. Office for Greenville County, SC.

ALSO; ALL that piece, parcel or lot of land, with all improvements thereon, situate, lying and being the County of Greenville, State of South Carolina, shown and designated as Lot No. 74 and a portion of Lot No. 75, on plat entitled "Devenger Place, Section 1", dated October 1973, prepared by Dalton & Neves, and recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Page 79, and, having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Longstreet Drive at the joint front corner of Lots Nos. 73 and 74 and running thence N. 69-44 E. 169.6 feet to an iron pin at the joint rear corner of said lots; thence S. 17-44 E. 64.8 feet to an iron pin at the joint rear corner of Lots Nos. 74 and 75; thence S. 50-10 W. 149.9 feet to an iron pin at the joint front corner of said lots; thence along Longstreet Drive, N. 40-44 W. 17.9 feet to an iron pin; thence N. 31-21 W. 100 feet to an iron pin, the point and place of beginning. See Plat Book \_\_\_\_, page \_\_\_\_, for revised plat.

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which has the address of 421 Longstreet Greer SC 29651 (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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