

300 1520 1A:31?

# MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 32,066.84

THIS MORTGAGE is made this 9th day of September 19. 83, between the Mortgagor, Edward I. Layton and Lois J. Layton (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 Sixty-one Thousand Three Hundred Sixty-nine and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 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 September 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, situate, lying and being on the east side of Broadmoor Drive, Greenville County, South Carolina, being shown and designated as Lot 46 on a plat of Section 2 of LAKE FOREST HEIGHTS, recorded in the RMC Office for Greenville County in Plat Book KK at Page 105, and having, according to a more recent plat made by Freeland & Associates, dated February 2, 1981, and recorded in Greenville County Plat Book 8L at Page 51, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Broadmoor Drive, at the joint front corner of Lots 45 and 46, and running thence with the line of Lot 45, N. 83-15 E. 155.1 feet to pin in line of Lot 50; thence with the lines of Lots 49 and 50, N. 4-55 W. 149.8 feet to pin, rear corner of Lot 47; thence with the line of Lot 47, S. 74-42 W. 164.4 feet to an iron pin on Broadmoor Drive; thence with the eastern side of Broadmoor Drive, S. 11-30 E. 60.5 feet to an iron pin; thence continuing with Broadmoor Drive, S. 4-43 E. 65 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Grantors herein by deed of Wilhelmina A. Clary, dated July 28, 1978 and recorded in Greenville County Deed Book 1084 at Page 191.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above described property.

This is that same property conveyed by deed of Albert E. Wingate and Merle C. Wingate to Edward I. Layton and Lois J. Layton, dated February 5, 1981, recorded February 5, 1981, in volume 1142 at page 288 of the RMC Office for Greenville County, SC.

which has the address of 8 Broadmoor Drive, Greenville, SC 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.

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