



MORTGAGE

Documentary Stamp are figured on the amount hereof \$ 9,057.64

BOOK 1631 PAGE 835

THIS MORTGAGE is made this 28th day of September 19. 83, between The Mortgagor, James A. & Laura H. Townsend (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 Seventeen Thousand, Four Hundred Fifty Four And 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 28, 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 October 15, 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 piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as portion of Lots 15 and 16, on Plat of Hughes Heights, Block D, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, page 123, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Nicholas Drive, said iron pin being 149 feet in a northwesterly direction from the center of the curve of Nicholas Drive; and running thence along Nicholas Drive N. 35-17 W. 94 feet to an iron pin; thence N. 54-43 E. 160 feet to an iron pin; thence S. 35-17 E. 94 feet to an iron pin; thence S. 54-43 W. 160 feet to an iron pin, the point of beginning.

This is the same property conveyed by deed of Bates and Cannon, Inc. to Louie J. and Laura Dalton, dated September 5, 1962 and recorded September 6, 1962 in the RMC Office for Greenville County in Deed Volume 706 Page 135.

W1332-6 Estate of Louie J. Dalton died testate April 3, 1974 devised all property to wife fee simple. Letters of Dismissory granted August 20, 1975.

Laura Dalton since has married and is now known as Laura H. Townsend.

which has the address of 104 Nicholas Drive, Greenville, SC 29611 (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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