



MORTGAGE

BOOK 1561 PAGE 444

THIS MORTGAGE is made this 23rd day of December 1981, between the Mortgagor, Marylee M. James (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-one thousand, six hundred, sixty-two and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 23, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 15, 1991

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 Greenville Township, Greenville County, State of South Carolina, north of and near the Cedar Lane Road (formerly Finlay Bridge Road), and in part, according to a plat made by W. J. Riddle, Surveyor, July 3, 1942, recorded in Plat Book "U" at Page 195, R. M. C. Office for Greenville County and having the following metes and bounds, courses and sitances, to-wit:

BEGINNING at a point on the western side of Greene Street, joint corner with other property of W. R. Cason, which point is 96 feet northeasterly from said Cedar Lane Road, and running thence N. 80-15 W. 102.7 feet along the line of said property of W. R. Cason to point; thence N. 9-55 E. 50 feet to point, joint rear corner with a 5-foot strip of land heretofore conveyed to Effie G. Williamson; thence S. 80-15 E. 102.7 feet with line of last-mentioned property to point on western side of Greene Street; thence S. 10-20 W. 50 feet along western side of Greene Street to the point of beginning.

This is the same property conveyed by deed of T. H. Ward and Pauline B. Ward to Marylee M. James, dated 7/15/80, recorded 7/16/80, in Deed Volume 1129, at Page 330, in the RMC Office for Greenville County, SC.

which has the address of 1 Finley St., Greenville South Carolina (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 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.

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