



MORTGAGE

BOOK 1561 PAGE 448

THIS MORTGAGE is made this 6th day of January 1982 between the Mortgagor, J. Bennette Cornwell, III and Stephanie L. Cornwell (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 Twenty-nine thousand, ninety-four, and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 6, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1987

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, located, lying and being in the City and County of Greenville, State of South Carolina, being shown and designated as Lot No. 50, on plat entitled "Collins Creek, Section Two", dated July 30, 1979, prepared by C. O. Riddle, Surveyor, recorded in the Greenville County RMC Office in Plat Book 7-C at Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of the right-of-way of Collins Creek, at the joint front corner of the within lot and Lot No. 51 and running thence, along the joint line of said lots N. 4-17 E., 250.0 feet to a point at the joint rear corner of Lots 50 and 51; thence running S. 89-47 E., 108.34 feet to a point; thence S. 52-06 E., 73.28 feet to a point; thence S. 16-26 E., 36.96 feet to a point on the Western side of the right-of-way of Babbs Hollow; thence, running along said right-of-way S. 17-01 W., 122.12 feet to a point; thence, continuing along said right-of-way S. 8-35 W., 47.16 feet to a point; thence S. 53-35 W., 35.36 feet to a point on the Northern side of the right-of-way of Collins Creek; thence, running along said right-of-way N. 81-25 W., 52.9 feet to a point; thence, continuing along said right-of-way N. 83-34 W., 72.2 feet to a point at the joint front corner of Lots 51 and 50, the point and place of beginning.

This is the same property conveyed by deed of Babbs Hollow Development Company to J. Bennette Cornwell, III and Stephanie L. Cornwell, dated and recorded 10/18/79, in Volume 1113, at Page 836, in the R. M. C. Office for Greenville County, SC.

which has the address of 202 Collins Creek (Lot 50), Greenville South Carolina 29607 (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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