



MORTGAGE

THIS MORTGAGE is made this 8th day of February 1982 between the Mortgagor, James E. Frazier and Janice A. Frazier (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 Eight Thousand Four Hundred Fifty Two Dollars and Twenty Cents Dollars, which indebtedness is evidenced by Borrower's note dated February 8, 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 March 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 piece, parcel or lot of land, situate, lying and being known and designated as Lot No. 12 of the J. E. Williams property, recorded in the R/C Office for Greenville County in Plat Book HH at page 141, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Berea Lane, which iron pin is the joint front corner of Lots # 12 and # 13 and running thence along the southern side of Berea Lane S 84-31 E 100 feet to an iron pin; thence S 5-29 W 60 feet to an iron pin; thence S 84-31 E 55.3 feet to an iron pin; thence S 29-53 W 121 feet to an iron pin, thence N 84- 31 W 104.8 feet to an iron pin; thence N 5-29 E 170 feet to an iron pin, the point of beginning.

This conveyance is made subject to any and all existing reservations, easements, rights-of-way, zoning ordinance and restrictions or protective covenants that may appear of record, on the recorded plat (s) or on the premises.

DERIVATION CLAUSE:

This is the same property conveyed by Arnold L. Ware by deed dated Oct. 15, 1979 recorded Oct. 17, 1979 in volume no. 1113 at page no. 750.

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which has the address of 12 Berea Lane Greenville South Carolina 29611 (herein "Property Address");
(Street) (City) (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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