



MORTGAGE

THIS MORTGAGE is made this 25th day of February 1982, between the Mortgagor, Alvin R. Smith and Diane J. Smith (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, eight hundred, fifty-seven, and 8/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 25, 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, 1985

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 in the County of Greenville, State of South Carolina, known as Lot No. 35 of a subdivision known as Crestwood, Inc., a plat of which is on record in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "S", at Page 189, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northwest side of South Estate Drive, which iron pin is the joint front corner of Lots Nos. 35 and 34 and is situate 1190 feet from the intersection of North Estate Drive with Melcar Street; running thence along the joint line of said last mentioned lots N. 76-45 W. 150.6 feet to an iron pin; running thence N. 5-45 W. 170 feet to an iron pin joint rear corner of Lots Nos. 35 and 36; running thence along the joint line of said last mentioned lots S. 52-25 E. 238.6 feet to an iron pin on the Northwest side of North Estate Drive joint front corner of Lots Nos. 35 and 36; running thence along the Northwest side of North Estate Drive S. 40-00 W. 60 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Grantor herein by deed of L. A. Moseley and Walter L. Miller, Jr., dated 4/17/54 and recorded on 4/19/54 in the RMC Office for Greenville County in Deed Book 498, at Page 160, and from the Estate of Ernest Monroe, on the 29th day of January, 1973.

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which has the address of 35 North Estate Dr. Greenville SC 29605 (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".

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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.

