

# MORTGAGE

THIS MORTGAGE is made this 14th day of July, 1982 between the Mortgagor, Donald E. McElhannon and Rene S. McElhannon (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 Four thousand one hundred seventy and 96/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 14, 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 August 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:

(see plat recorded in Plat Book "R", at page 97, having the following metes and bounds, to wit:

BEGINNING at an iron pin at the Southwestern corner of the tract of land shown on a plat of the property of W.R. Bearden recorded in Plat Book "R", at page 97, and running thence with the line of Rogers land N. 6 E. 150 feet to pin; thence N. 73 W. 233 feet to pin; thence N. 67 W. 217 feet to pin; thence S. 6 W. 150 feet to pin in the road leading from Fork Shoals to Old Hundred Road; thence with said road as a line in a Southeasterly direction 466 feet to the point of beginning.

This is the same property conveyed to the Grantor herein by deed of Sue J. Newton, dated January 20, 1976, and recorded on January 20, 1976, in the R.M.C. Office for Greenville County in Deed Book 1030, at Page 399.

This conveyance is made subject to any restrictions, rights-of-way, easements, or reservations which may appear of record or on the ground.

which has the address of Rt. 3, Box 208, Berry Road, Pelzer, South Carolina 29669 (herein "Property Address");  
(Street) (City) (State and Zip Code)

400 8 46351901

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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