



# MORTGAGE

THIS MORTGAGE is made this 9 day of August 1982 between the Mortgagor, Eugene Kenneth Hancock and Sarah Dunn Hancock

(herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Nine Thousand, One Hundred and ninety-eight Dollars and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 9, 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 Sept. 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 tract of land lying, being and situate in the County and State aforesaid, and on the East side of the Terry Shop Road, .5 of a mile, more or less, from intersection of said Road with Old 418 Highway, and having, according to a plat and survey prepared by J.L. Montgomery, III, R.L.S., on May 8, 1979, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the approximate center of the Terry Shop Road, said nail and cap being .5 mile, more or less, South of intersection of said Road with Old 418 Highway and running thence S. 73-15 E. 254.96 feet to an iron pin; thence S. 23-01 W. 396.05 feet to an iron pin; thence N. 69-15 W. 303.71 feet to a nail and cap in the approximate center of the Terry Shop Road; thence with said Road N. 34-44 E. 234.69 feet to a nail and cap in approximate center of said Road; thence N. 23-56 E. 150.42 feet to a nail and cap, the point of beginning, and bounded by Terry (Shop) Road on the West; and by other land of the Grantor. This tract contains 2.39 acres, more or less.

The plat referred to hereinabove has been this day recorded in the RMC Office for Greenville County, S.C. in Plat Book 7H at Page 77, and is incorporated herewith by reference.

This being a portion of the 57 acre tract conveyed to the Grantor on September 17, 1948, by deed of J.C. Terry, which deed is recorded in said RMC Office in Book 363 at Page 235 on October 27, 1948.

THIS CONVEYANCE subject to any restrictions, reservations or easements that may appear of record, on the recorded plat, or on the premises, and so much of the Terry Shop Road and its right-of-way as lies within the property conveyed.

There is located on the premises the current home of the Grantor.

This is the same property conveyed by deed of Walton O. Neves, dated 6/27/79 and recorded 6/29/79 in the RMC Office for Greenville County in Volume 1105, at Page 712.   
 Documentary Stamps are figured on the amount financed: \$6,058.44

which has the address of Rt. 1, Box 50, Terry Shop Rd., Fountain Inn, S.C. (Street) (City) (herein "Property Address"); (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.

03-048318-05

0319

4328 RV.21