



MORTGAGE

THIS MORTGAGE is made this 27th day of August 1982, between the Mortgagor, David L. Garrett and Janna B. Garrett (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 Nineteen thousand, five hundred, ninety-five and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 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 September 15, 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, with all improvements thereon, situate, lying and being on the southwestern corner of the intersection of Portsmouth Drive, with Lynchburg Drive, in Greenville County, South Carolina, being known and designated as Lot No. 6 Section Two as shown on a plat of RICHMOND HILLS made by Carolina Engineering & Surveying Company dated April 20, 1965, recorded in the RMC Office for Greenville County, South Carolina in Plat Book JJJ at page 81, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Lynchburg Drive at the joint corners of Lots Nos. 5 and 6; and running thence along the common line of said lots, S. 60-45 E., 160.0 feet to an iron pin; thence N. 29-15 E., 56.5 feet to an iron pin on the southwestern side of Portsmouth Drive; thence along the southwestern side of Portsmouth Drive, N. 35-28 W., 151.9 feet to an iron pin; thence with the curve of the intersection of Portsmouth Drive with Lynchburg Drive, the chord of which is S. 86-55 W., 26.9 feet to an iron pin on the southeastern side of Lynchburg Drive; thence along the southeastern side of Lynchburg Drive, S. 29-15 W., 107.5 feet to an iron pin, the point of BEGINNING.

DERIVATION CLAUSE: This is the same property conveyed by deed of Donald C. Walker to David L. Garrett and Janna B. Garrett, dated March 5, 1979, recorded March 6, 1979, in volume 1097, page 886, of the RMC Office for Greenville County, SC.

Documentary Stamps are figured on the amount financed: \$13,061.24

which has the address of Rt 3 409 Portsmouth Dr. Greenville SC 29611 (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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