

Documentary Stamps are figured on the amount financed: \$ 3057.24

FILED
OCT 1 1982
 Donnie RMO

Second

MORTGAGE

BOOK **1582** PAGE **271**

THIS MORTGAGE is made this 10th day of September, 1982, between the Mortgagor, Wayne Russell Bennett and Belinda C. Bennett (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 Three Thousand nine hundred seventy eight and 72/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 10th, 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 October 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 certain piece, parcel or lot of land, situate, lying and being on the west side of Claremore Avenue, in that area recently annexed to the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 8 and the northern 60 feet of Lot No. 9 adjacent thereto, of Block L, Section 5, on plat of East Highlands Estates, made by Dalton & Neves, Engineers, February, 1941, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "K" pages 79 and 80, reference being hereby made to said plat for a more complete description.

This conveyance is made subject to any restrictions, easements, rights-of-way, roadways and zoning ordinances appearing on the property and/or of record.

This is the same property conveyed by C. T. and Mayna Clark Bullock by deed dated September 1, 1981, recorded September 9, 1981, in Deed Book 1154, Pages 788.

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which has the address of 30 Claremore Avenue, Greenville, S.C. 29607
 [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.

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