

OCT 13 4 50 PM '82

DONNIE S. TANKERSLEY R.M.C.

**MORTGAGE**

BOOK 1033 PAGE 140  
 MAIL TO:  
 GADDY & DAVENPORT  
 P. O. BOX 10267  
 GREENVILLE, S. C. 29603

THIS MORTGAGE is made this 13th day of October, 1982, between the Mortgagor, Joe K. Howard (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 Twenty-nine thousand, two hundred and eighty-four and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 13, 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 15, 1992;

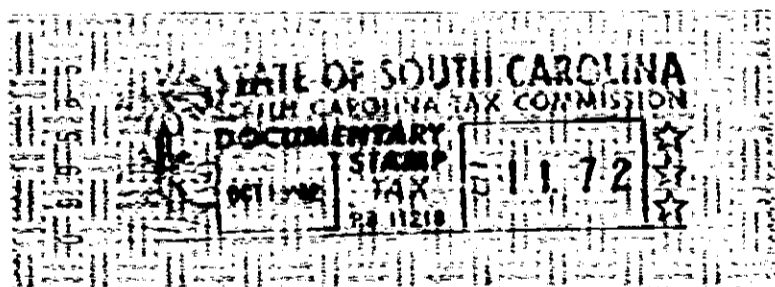
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 TRACT of land in Greenville County, State of South Carolina, as shown on a plat of EULALA BULLOCK, being known and designated as a portion of lots 1 and 2, Block P, according to said plat, prepared by Dalton & Neves, Engineer, December 1967, is described as follows:

BEGINNING at an iron pin on Aconee Street, said point being 200 feet from the intersection of South Texas Avenue and Aconee Street, and running thence along Aconee Street, N 71-00 E 131 feet to an iron pin, and running thence along other property of grantor, S 21-17 E, 128.65 feet to an iron pin, and running thence S 67-50 W 128.6 feet to an iron pin, and running thence N 22-10 W 153.3 feet to an iron pin the beginning corner.

The above described property is the same property conveyed to James C. Howard and Mary L. Howard by deed dated August 31, 1968, recorded in Deed Book 851 at Page 355 in the R.M.C. Office for Greenville County;

James C. Howard died testate on December 17, 1978 devising his property to Mary L. Howard, as will appear by reference to his Will filed in the Office of the Probate Court, Apartment 1589 at File 26; Mary L. Howard died testate on October 21, 1981, devising her property to eight (8) different beneficiaries of which the above named grantors are three of such beneficiaries, as will appear by reference to her Will filed in the Office of the Probate Court in Apartment 1676, File 16.



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which has the address of 100 South Texas Avenue, Greenville, (Street) (City)  
South Carolina 29611 (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.