



MORTGAGE

THIS MORTGAGE is made this 15 day of September 1982, between the Mortgagor, James D. Roof, Jr. and Nancy K. Roof

(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 Fifty six thousand nine hundred two dollars and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the westerly side of Dagenham Drive, near the City of Greenville, South Carolina, and being designated as Lot No. 54 on plat entitled "Section III, Wade Hampton Gardens" as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book YY, page 175, and having according to said plat, the following metes and bounds, to-wit :

BEGINNING at an iron pin on the westerly side of Dagenham Drive, joint front corner of Lots 53 and 54 and running thence along Dagenham Drive S. 23-02 W. 115 feet to an iron pin, joint rear corner of Lots 54 and 55; thence along the common line of said Lots N. 65-05 W. 161.6 feet to an iron pin in the rear line of Lot 51 thence N. 23-24 E. 100 feet to an iron pin, joint rear corner of Lots 53 and 54; thence along the common line of said Lots S. 70-30 E. 161.2 feet to an iron pin, the point of beginning.

THIS conveyance is subject to all restrictions, setback lines, roadways, easements, and right of ways, if any, affecting the above described property.

THIS is the same property conveyed to the grantors herein by deed of Emily M. Turner dated July 24, 1972 and recorded in the RMC Office for Greenville County, S.C., on July 25, 1972, in Deed Book 950, page 14.

AS part of the consideration, the grantee does hereby assume and agree to pay the balance of \$26,854.90 as the same becomes due on that certain mortgage given by Douglas L. Turner to Collateral Investment Company in the face amount of \$28,800.00, said mortgage recorded on April 13, 1971, in Mortgage Book 1186, page 441.

THIS is the same property conveyed by deed of Peter A. Lynch and Marjorie B. Lynch, dated 11-5-76 and recorded 11-5-76, in the RMC Office for Greenville County in Volume 1045 at Page 757.

which has the address of 45 Dagenham Dr. Greenville, SC 29615 (Street) (City) (State and Zip Code) (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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