



Documentary Stamps are figured on the amount financed: \$ 9,059.64

# MORTGAGE

THIS MORTGAGE is made this 24th day of September 19. 82, between the Mortgagor, Thomas Canty, Sr. and Vernell Canty (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 Sixteen thousand, six hundred, eighty-four and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 24, 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 10/15/90;

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 lot of land with the buildings and improvements thereon, situate on the south side of Prosperity Court, near the City of Greenville, in Greenville County, S.C. Being shown as Lot 380 on plat No. 5 of Pleasant Valley, made by Dalton & Neves, Engineers, July 1954, recorded in the RMC Office for Greenville County, SC, in Plat Book HH page 191, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Prosperity County, joint front corner of Lots 379 and 380, and running thence with the joint line of said lots S. 19-09 E. 114 feet to an iron pin; thence S. 56-47 W. 150 feet to an iron pin; thence N. 7-53 E. 188.5 feet to an iron pin on the southern side of Prosperity County, thence along Prosperity Court N. 85-28 E. 70 feet to the point of beginning.

This is that same property conveyed by deed of Robert W. Rogers and Linda B. Rogers to Thomas Canty and Vernell S. Canty, dated 2/1/71, recorded 2/1/71, in Deed Volume 907, at Page 542, in the R.M.C. Office for Greenville County, SC.

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which has the address of 15. Prosperity Court, Greenville, SC. 29605 (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.

1-49256

