



BOOK 1585 PAGE 458

Documentary Stamps are figured on the amount financed. \$32068.84

# MORTGAGE

THIS MORTGAGE is made this 15th day of October 1982 between the Mortgagor, Alan C. Waite and Judith S. Waite (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 Sixty-five thousand, nine hundred, ninety-seven and 4/100 Dollars, which indebtedness is evidenced by Borrower's note dated 10-15-82 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Nov. 1, 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 piece, parcel or tract of land situate, lying and being in Chick Springs Township, County of Greenville, State of South Carolina, on the western side of Highway 253 (formerly SANDY FLAT ROAD), and being a portion of Tract #2 as shown on Plat of property of S.L. Jones Estate recorded in the RMC Office for Greenville County, S.C. in Plat Book "G", at Page 233, and containing approximately nine (9) acres, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point in the center of the intersection of Highway 253 and the road leading to the dwelling house on the within described property and running thence along said private road N. 34 W. approximately 6.0 chains to an angle in said road; thence continuing along the center of said Road N. 44 1/2 W. 6.50 to an iron pin in said road; thence S. 64 3/4 W., 3.08 chains to a persimmon at Mountain Creek; thence along Mountain Creek as the line in a southeasterly direction to a point in the center of Highway 253; thence along the center of Highway 253 N. 03-11 W. to the point of beginning.

This is that same property conveyed by deed of Mittie Wherry Kidd to Alan C. Waite and Judith S. Waite, dated 8/3/76, recorded 8/4/76, in Deed Volume 1040, at Page 681, in the R.M.C. Office for Greenville County, SC.

GCTO -----3 NO 982 071

which has the address of Rt. 2 Taylors (Street) (City) SC 29687 (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 seized 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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