

NOV 30 1982

Greenville, S.C.

Document stamps are figured on the amount financed: \$ 5558.24

MORTGAGE

03-049958-42

BOOK 1587 PAGE 284

THIS MORTGAGE is made this 3RD day of November 1982, between the Mortgagor, Marion S. Mitchell and Sandra J. Mitchell

(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 Eight Thousand one hundred thirty one and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 3, 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 December 1987

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 lot of land, together with all buildings and improvements thereon, situate, lying and being on the eastern side of Lorena Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 21 on a plat of Lorena Park, made by Jones and Sutherland, Engineers, dated May 29, 1959, recorded in the RMC Office for Greenville County, South Carolina in Plat Book SS, page 171, reference to which is hereby craved for the metes and bounds thereof;

The grantees herein agree to pay Greenville County property taxes for the tax year 1977 and subsequent years.

The above property is the same conveyed to the grantors herein by deed of Alvin Adger Chamber, Jr., and Janette F. Chambers recorded in Deed Book 1021 at page 416, and is hereby conveyed subject to rights of way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

As a future part of the consideration the grantees herein agree and assume to pay in full that certain note and mortgage heretofore given to Fidelity Federal Savings and Loan Association recorded in Mortgage Book 1344 at page 35, in the original sum of \$27,050.00 on July 17, 1975, and has a present balance in the sum of \$26,680.36.

GCTO ---3 NO29 82

which has the address of #3 Lorena Drive Taylors, S.C. 29687 (Street) (City) (herein "Property Address"); (State and Zip Code)

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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".

4.00CD

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.