

03-049998-54
BOOK 1587 PAGE 296

SECOND Documentary Stamps are figured on
the amount financed: \$6537.48
MORTGAGE

THIS MORTGAGE is made this 4th day of November 1982 between the Mortgagor, William H. Starnes and Constance F. Starnes (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 Nine thousand five hundred fifty five and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated Nov. 4th 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 lot of land in the County of Greenville, State of South Carolina, in Gantt Township, shown as Lot 44 on Section 2 of Pecan Terrace, in plat book EE, page 108; and having, according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the eastern side of South Wingate Road, at the corner of Lot 43, and running thence S. 85-43 E., 110 feet to an iron pin; thence N. 1-20 W. 132.5 Feet to an iron pin; thence along the southern side of Midway Road, N. 86-52 W., 72 feet; thence with the intersection of Midway Road and South Wingate Road, the chord of which is S. 48-49 W., 35.7 feet to an iron pin; thence along the eastern side of South Wingate Road, S. 4-27 W. by deed recorded in deed book 973 at page 358 in the RMC Office for Greenville County.

This conveyance is subject to all restrictions, zoning ordinances, setback lines, roads, easements and rights of way, if any, affecting the above described property, including the restrictions in deed book 541 at page 425.

This is the same property conveyed by William H. or Constance F. Starnes by deed dated Mar. 5, 1975, recorded in deed Volume 1032 at page 642, recorded March 8, 1976.

GCTO -----3 NO29 82 062

which has the address of 201 South Wingate Road Greenville, S.C. 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.

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