



Documentary Stamps are figured on the amount financed: \$ 5,000.00

MORTGAGE

THIS MORTGAGE is made this 30 day of March 1983 between the Mortgagor, Rex F. Bailey and Linda C. Bailey (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 Seven thousand, No Hundred, Five and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 15, 1988

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 tract of land, situate, lying and being in Fairview Township, Greenville County, South Carolina, on the Eastern side of McCarter Road containing 1.186 acres according to a plat of a "Survey for George Timms and Sandra L. Timms", prepared by Enwright Associates, Inc., recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 6-U at Page 68, reference being made to said plat for a more complete description, and being the same property described in a deed from Sanford L. Lindsey to George Timms and Sandra L. Timms dated April 18, 1978, and recorded in the RMC Office for Greenville County, South Carolina, on April 20, 1978, in Deed Book 1077 at Page 472 and re-recorded on December 18, 1978, in said RMC Office in Deed book 1093 at Page 937 and also being the same property conveyed to Merrill Lynch Relocation Management, Inc. by deed from George Timms and Sandra L. Timms, dated April 2, 1979 and recorded in the RMC Office for Greenville County, South Carolina on April 2, 1979 in Deed Book 1099 at Page 702. (65-558-1-3.4)

This property is subject to existing easements, restrictions and rights-of-ways upon or affecting said property.

This is the identical property conveyed to the grantors by deed of George Timms and Sandra L. Timms, to be recorded of even date herewith; said Timms were conveyed this property by deed of Sanford L. Lindsey, recorded in Deed Book 1077 at Page 472 on April 20, 1978.

This is the identical property conveyed to Rex F. Bailey and Linda C. Bailey, their heirs & assigns forever, by deed from Merrill Lynch Relocation Management, Inc. dated Jan. 25, 1979 and recorded in the RMC Office for Greenville County, April 2, 1979, Volume 1099 Page 712.

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which has the address of Rt. 3 Box 205 A, Fountain Inn, S. C. 29602 (herein "Property Address");

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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 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.

