

GREENVILLE S.C.  
FILED  
MAY 13 8 49 AM '83  
DONNIE S. WATSON  
H. H. C. WATSON

BOOK 1606 PAGE 489

# MORTGAGE

THIS MORTGAGE is made this 9th day of May 1983, between the Mortgagor, Earl F. Johnston, Jr. and Mary E. Johnston (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").

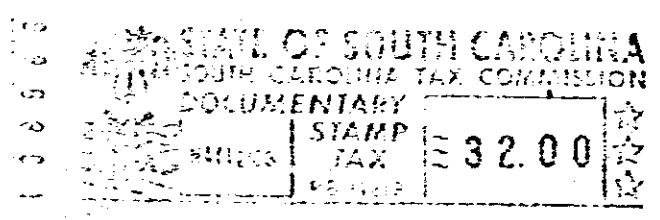
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand and NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 9, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2013

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 in the State and County aforesaid, in the City of Greenville, being designated as Lot No. 1 on plat of University Park by Dalton & Neves, dated November, 1946, recorded in the RMC Office for Greenville County in Plat Book P at page 127, and more recent survey and plat entitled "Survey for Earl F. Johnston, Jr. and Mary E. Johnston, prepared by Wolfe & Huskey, Inc., Engs. & Survs., dated May 5, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-S Page 47, reference to said plats hereby pleaded for a more complete description.

This mortgage is subject to all restrictions, easements, rights of way, sidewalks, roadways and zoning ordinances, if any.

This is that same property conveyed to Mortgagors by deed of Mitchell Road Presbyterian Church, recorded in the RMC Office for Greenville County on July 1, 1974, in Deed Book 1002, page 263.



which has the address of 1617 Wade Hampton Blvd., Greenville, S. C. 29609 (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 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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