

AUG 5 11 39 AM '83

DONNIE S. W. SLEAY
R.M.C.

MORTGAGE

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THIS MORTGAGE is made this 1st day of August, 1983, between the Mortgagor, Joyce Ellison Raines (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 One Hundred Thousand (\$100,000) Dollars, which indebtedness is evidenced by Borrower's note dated 8/1/83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 31, 1984

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 lot of land situate, lying and being in the County and State aforesaid, being known and designated as Lot 143 of the subdivision known as Chanticleer, Section 4, according to a plat thereof prepared by Webb Surveying and Mapping Company dated December 3, 1969, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4F at Page 20 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Chapman Road at the joint front corner of Lots 143 and 144 and running thence with the joint line of said lots S. 71-18 W. 170 feet to an iron pin at the joint rear corner of Lots 143 and 144; thence with the rear line of Lot 143 N. 39-52 W. 89.5 feet to an iron pin at the joint rear corner of Lots 142 and 143; thence with the joint line of said Lots N. 41-29 E. 177.5 feet to an iron pin on the eastern side of Chapman Road; thence with the eastern side of Chapman Road S. 42-19 E. 90 feet to an iron pin; thence continuing with the eastern side of said road S. 26-29 E. 90 feet to the point of beginning.

THIS conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above-described property.

THE lien of this mortgage is junior and subsequent to that certain mortgage given by J. E. Meadors to Fidelity Federal Savings and Loan Association in the original principal sum of \$43,150.00, dated May 31, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 1193 at Page 83 and assumed by the Mortgagor herein.

THIS is the identical property conveyed to the Mortgagor herein by deed of J. E. Meadors dated April 5, 1972 and recorded in Deed Book 940 at Page 216.

which has the address of 196 Chapman Road, Greenville
(Street) (City)
South Carolina 29605 (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, for 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 herein 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 and all statutory liens or restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued by Lender's trust in the Property.

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