

FILED  
SEP 29 1983  
Charles S. Tankersley

1628 57  
Documentary Stamps are figured on  
the amount financed: \$18,668.63

# MORTGAGE

THIS MORTGAGE is made this 5th day of August 1983 between the Mortgagor, Mattie F. McCarty (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 Thirty-Five Thousand Nine Hundred Sixty One and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated Aug. 5th (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 20th 1993

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 Austin Township, Greenville County, State of South Carolina, located in the Town of Simpsonville, being known and designated as Moores Heights as shown on the County Block Book as 31301-14 Dist. 299 and having the following metes and bounds;

1/2 of Lot #1 and 1/2 of Lot #2 as shown on Block Book 31301-14 Dist. 299.

Beginning at an iron pin at Lot#2 on Oakland Avenue, thence along Line N. 9-57 W., 75 feet to iron pin on Oakland Avenue; thence N. 80-03 E. 100 feet to iron pin at rear of lot; thence N-57 W. 75 feet along line at rear to iron pin; thence N. 9-57W. 75 feet along line at rear to iron pin; thence N. 80-03 E. 100 feet along line to point of beginning.

This is that same property conveyed by deed of Lee Alfred Vaughn to Mattie F. & W. A. McCarty, dated 10-7-61, recorded 2-17-62, in volume 692 at page 391 of the RMC Office for Greenville County, S.C.

This is also that same property conveyed by deed of Carol M. McCarty and William A. McCarty, Jr. (their interest) as heirs of W. A. McCarty who died intestate October 1, 1979 filed in Apartment 1584 File 21 in the Probate Court for Greenville County, SC deeded to Mattie F. McCarty April 23, 1982 and recorded May 3, 1982 in Deed Volume 1166 at Page 311 in the RMC Office for Greenville County, SC.

which has the address of 107 Oakland Ave Simpsonville  
SC (Street) (City)  
(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 (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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