## **MORTGAGE**

THIS MORTGAGE is made this. 20th day of August

19.82, between the Mortgagof, Luther Ray Pendergrass and Marsha M. Pendergrass

(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 Fifty Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated. August 20, 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 August 1, 2007

ALL that lot of land in said State and County, in Highland Township, fronting on the northwesterly side of Fews Bridge Road a distance of 260 feet and being described as adjoining tracts of 1.22 acres and 2.2 acres on a plat entitled, "Survey for G. W. Few", prepared by J. Q. Bruce, Surveyor, recorded in Plat Book 4-H at page 155 and being described as a combined parcel of 3.40 acres in accordance with a more recent plat entitled, "Property of Luther Ray Pendergrass and Marsha M. Pendergrass", prepared by Carolina Surveying Co, dated August 17, 1982, a copy of which is being recorded herewith.

THIS is the identical property conveyed to the mortgagors by deed of Harris C. Pendergrass, et al, to be recorded of even date herewith.

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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