



MORTGAGE

THIS MORTGAGE is made this 26th day of August 1982, between the Mortgagor, H. Howell Clyborne, Jr. & Teresa Clyborne (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 Sixty six thousand eight hundred eighty and 80/100th Dollars, which indebtedness is evidenced by Borrower's note dated August 26, 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 September 1, 1982

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 of lot of land situate, lying and being on the northern side of S.C. Highway 253 and the western side of Tamarack Trail and known and designated as Lot No. 1 on a plat of Property of Hubert Howard prepared by Carolina Surveying Company dated June 2, 1975, revised May 31, 1977, and according to said plat, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of S.C. Highway 253 at the joint front corner of Lots nos. 1 and 2 of said plat and running thence S. 6-0 W. 155.3 feet to an iron pin; running thence along a new line, N. 87-39 E. 129.7 feet; thence continuing along a new line, S. 70-43 E. 27.3 feet to an iron pin on the western side of Tamsrack Trail; running thence with the western side of said trail, S. 21-08 E. 119 feet to an iron pin at the intersection of said trail with S.C. Highway 253, which intersection is curved, the chord of which is S. 28-46 W. 32.2 feet to an iron pin on the northern side of S.C. Highway 253; running thence with said highway, S. 79-04 W. 167.2 feet to an iron pin, the point of beginning.

This is that same property conveyed by deed of Hubert Howard to Teresa G. Clyborne, dated 9/11/78, recorded 9/11/78, in Deed Book 1087, at Page 116, in the R.M.C. Office for Greenville County, SC.

Documentary Stamps are figured on the amount financed: \$32068.84

which has the address of... State Park Road Greenville, SC 29609 (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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