



MORTGAGE

THIS MORTGAGE is made this 22nd day of October 1982, between the Mortgagor, James Clyde Clardy and Billie Ann Clardy (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 Twenty thousand, eight Hundred fifty, and no cents Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 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 December 14, 1992;

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 in the state of South Carolina, County of Greenville, being known and designated as Lot #34 on a plat of Woodhedge, Section I, recorded in Plat Book 5D at page 58 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of a cul-de-sac at the end of Bluestone Court, joint from corner with lot 33, and running thence with the line of lots 33, N. 23-42 E., 121.65 feet to an iron pin; thence N. 42-01 E., 14.13 feet to an iron pin on the southerly side of a Branch; thence along the center line of said Branch as the line, with the following traverse line: S. 55-46 E., 61.93 feet, N. 59-50 E., 22.7 feet, S. 55-07 E., 50.65 feet S. 30-15 E., 37.5 feet, S. 71-41 E., 24.4 feet and S. 32-39 E., 83 feet to apoint at the joint rear corner with lots 45; thence along the lines of lots 45 and 44, S. 45-25 W., 58.8 feet to an iron pin; thence along the line of lot 35, N. 80 E., 200 feet to an iron pin on the northeasterly side of the cul-de-sac of Bluestone Court; thence with the arc of said cul-de-sac (the chord being N. 24 W., 50 feet) to the point of beginning.

This is the identical property conveyed to the grantor by deed of Lots-N-Ways, Inc., recorded in the RMC Office for Greenville County in Deed Book 1027 at page 446 dated November 17, 1975.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plat(s) or on the premises.

As part of the consideration, the grantees herein assume and agree to pay the balance of that certain mortgage held by United Federal Savings and loan Association in the original amount of \$31,200.00, recorded November 17, 1975 in the RMC Office for Greenville County in Mortgage Book 1353, page 837, having a current balance of \$30,827.13.

CONTINUED ON BACK which has the address of... 12 Bluestone Court Mauldin, S.C. 29662 (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.

REC'D - REGISTRAR - 1982

