MORTGAGE

Documentary Stamps are figured on the amount financed: $\frac{381}{39}$.

e00x1598 FAGE 309

THIS MORTGAGE is made this. 28th day of Fe bruary.

19 83, between the Mortgagor, Ar htur James

(herein "Borrower"), and the Mortgagee,

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of SOUTH CAROLINA whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Four Thousand, one hundred ninety -three and 28/100 Dollars, which indebtedness is evidenced by Borrower's note dated. Feb. 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1986

All that lot of land in Gantt Township, Greenville County, South Carolina, lying on the Eastern side of Belle Court being shown and designated as Lot No. 5 on a Revised Final Plat of Ashland Terrace subdivision made by R. B. Bruce, Reg. L. S., dated August 2, 1963, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book DDD, Page 160, and having according to said Plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Belle Court at the joint front corner of Lots Nbs. 5 and 6, running thence along the common line of said Lots S. 87-00 E., 189.5 feet to an iron pin; thence N. 3-00 E., 85 feet to an iron pin; thence along the lines of Lots Nbs. 1 and 4 N. 87-00 W., 189.5 feet to an iron pin on the Eastern side of Belle Court; thence along the Eastern side of Belle Court S. 3-00 W., 85 feet to an iron pin, the beginning corner.

THE above described property is hereby conveyed subject to Protective Covenants applicable to Ashland Terrace subdivision recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 730, Page 13.

As a part of the consideration for this Deed the Grantee herein does hereby assume and agree to pay in full the indebtedness due on that certain Note and Mortgage executed by Henry C. Harding to Carolina Federal Savings and Loan Association of Greenville, South Carolina, recorded in the R.M.C. Office for Greenville County, South Carolina, in Mortgage Book 942, Page 16, upon which there is a present balance due in the sum of \$ 8,400.00

This is the same property conveyed by Deed of Henry C. Harding, dated February 26, 1964, recorded March 3, 1964, in volume 743 at page 314 of the R.M.C. Office of Greenville County, South Carolina.

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, casements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA 1 to 4 Family 6.75 FNMA FHLMC UNIFORM INSTRUMENT 1802 11-052628-91 3,381.39

4328-RV.Z