the amount financial \$ 17.060.84

NOTES AND AND ADDRESS OF THE PARTY OF THE PA

## **MORTGAGE**

Burg 83 Tabellican Dig Montgagor, Marshall Paul Neaves and Arvie S. Neaves..... ... (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. Two Thousand Eight. Hundred Twenty Three Dollars and 60/100----- Dollars, which indebtedness is evidenced by Borrower's note dated September 1, 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 . . September, 15, 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, situate, lying and being in the State of South Carolina, County of Greenville, Town of Simpsonville, on the northwestern side of Wemberly Lane, and being shown and designated as Lot No. 65 on plat of Wemberly Way Subdivision, Section 1, which plat is recorded in Plat Book 4-R, Page 88, R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the northwestern side of Wemberly Lane at the intersection of Wemberly Lane and Wemberly Drive, and running thence along Wemberly Drive the following courses and distances: S. 87-36 W., 39.9 feet to an iron pin; thence N. 74-44 W., 39.5 feet to an iron pin; thence N. 67-42 W., 94.6 feet to an iron pin; thence turning and running N. 22-38 E., 150 feet to an iron pin; thence turning and running S. 67-41 E., 100 feet to an iron pin on Wemberly Lane; thence along Wemberly Lane the following courses and distances: S. 15-41 E., 123.1 feet; thence S. 34-24 W., 32.3 feet to the point of beginning.

Being the same property conveyed to L. Alfred Vaughn and Gerald W. Hamilton by deed of Tri-Co Investments, Inc., recorded July 29, 1976, in Deed Book 1040, Page 396, R.M.C. Office for Greenville County. - 899 - 318.3 - 1-11

The grantees expressly agree to assume mortgage to United Federal Savings & Loan Association, recorded in Mortgage Book 1373, Page 540, R.M.C. Office for Greenville County, on which the remaining balance of said mortgage is \$31,500.00.

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

This is that same property conveyed by deed of L. Alfred Vaughn and Gerald W. Hamilton to Marshall Paul Neaves, Sr. and Arvie S. Neaves, dated June 1, 1977, recorded June 2,197% n volume 1057 at page 874 of the R.M.C. Office for Greenville County, S.C. (June 2, 1977)

> [City] [Street]

81.....(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.

SOUTH CAROLINA-1 to 4 Family-16/75-FNMA/FHLMC UNIFORM INSTRUMENT # 17,060.84 1882 69-060944-14

्र द्वाराज्यक्त स्टब्स