

OCT 26 1983

# MORTGAGE

THIS MORTGAGE is made this 28th day of September 1983, between the Mortgagor, Marion E. Brown and Pearl S. Brown (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 Forty-Three Thousand, Five Hundred, Sixty Five, and 55/100's (\$43,565.55) Dollars, which indebtedness is evidenced by Borrower's note dated Sept. 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 105 months from date

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 lot of land in the County of Greenville, State of South Carolina, being a portion of Lot No. 13, as shown on plat of the property of Eliza D. Ware made by Dalton & Neves, October, 1941, recorded in Plat Book M, page 27 of the RMC Office for Greenville County, S.C., AND having according to a more recent survey made by R. B. Bruce, R.L.S., February, 1961, the following metes and bounds, courses and distances, to-wit: BEGINNING at an iron pin on the northeast side of Rainbow Drive (formerly Agnew Road) which pin is 185 feet northwest from Marion Road; thence with the northeast side of said Rainbow Drive, N. 49-0 W. 65 feet to an iron pin, corner of Lot No. 14; thence N. 48-40 E. 506 feet to an iron pin in line of Lot no. 19; thence with the line of said lot S. 43-0 E. 60 feet to an iron pin in the rear line of Lot No. 13; thence with a new line through said lot S. 48-15 W. 499.6 feet to the beginning corner.

This is that same property conveyed by deed of Federal Housing Commissioner to Marion E. Brown and Pearl S. Brown, dated 2/11/64, recorded 3/30/64, in Volume 745, at Page 355, in the R.M.C. Office for Greenville County, SC.

which has the address of 405 Rainbow Drive Greenville SC 29611 (Street) (City) (State and Zip Code) (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 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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