



MORTGAGE

MORTGAGE is made this 2 day of September 1981 between the Mortgagor, Lowery M. Smith Jr. & Willie M. Smith (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 Nine Thousand Four Hundred Seventeen and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated 9/2/81 (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 1985.

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 County of Greenville, State of South Carolina, and being shown as Lot No. 95 in plat of Section II, Avondale Forest, as recorded in the R.M.C. Office for Greenville County, South Carolina, in Platt Book BBB, at Page 37, and being more particularly described as follows:

BEGINNING at the joint corner of Lots 95 and 94 on the westerly side of Drewry Road and running thence North 54° 12' West 170 feet to a point; thence turning and running North 35° 48' East 140 feet to a point; thence turning and running South 44° 34' East 148.5 feet to a point on the Westerly edge of Drewry Road; thence along the curve of said road the chord of which is South 15° 54' West 69.3 feet to another point on the side of Drewry Road; thence along Drewry Road South 35° 48' West 50 feet to the point of beginning.

This property is conveyed subject to restrictions recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 774, at page 336; and to any other easements, restrictions, rights-of-way, and/or zoning ordinances of record and/or on the ground affecting said property, if any.

This is the same property conveyed to the Grantors by deed recorded in Deed Book 998, page 707, R.M.C. Office, Greenville County, South Carolina.

This is the same property conveyed by deed of Thomas E. Harris and Debra H. Harris dated 7/13/76 and recorded 7/23/81 in the RMC Office of Greenville County in Volume 1040 at page 72.

which has the address of 403 Drewry Rd., Taylors, S.C., 29687 (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.

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