



MORTGAGE

BOOK 1561 PAGE 985

THIS MORTGAGE is made this 6th day of January 1982, between the Mortgagor, Robert B. Jones, Jr. and Clare C. Jones (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 Twenty eight thousand, six hundred, seven and 88/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 6, 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 February 1, 1989

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 on the southeastern side of Carolina Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and being shown and designated as Lot 10, Block J., EAST HIGHLANDS Subdivision, Section 5, on Plat prepared by Dalton & Neves, dated February 1941, recording in the RMC Office for Greenville County, S.C. in Plat Book "K", at Page 80, and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Carolina Avenue at the joint front corner of Lots Nos. 9 and 10 and running thence with the common line of said Lots S. 76-39 E. 194.7 feet; thence S. 0-24 E. 110.0 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 11; thence with the line of Lot No. 11 N. 63-50 W., 238.3 feet to an iron pin on the southeastern side of Carolina Avenue; thence with the curve on the southeastern side of Carolina Avenue, the cord of which is N. 25-14 E., 55.0 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above described property.

This is the same property conveyed by deed of Maude C. Cathcart to Robert B. Jones, Jr. and Clare C. Jones, dated and recorded 6/18/76, in Volume 1038, at Page 224, in the RMC Office for Greenville County, SC.

which has the address of 223 Carolina Avenue, Greenville SC 29607 (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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