



MORTGAGE

THIS MORTGAGE is made this 12th day of February 1982 between the Mortgagor, Michael Shayne Powell and Cathy L. Powell (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 Thirteen Thousand Four Hundred Thirty-Five Dollars and Eighty cents Dollars, which indebtedness is evidenced by Borrower's note dated February 12, 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 March 1, 1987.

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 with all improvements thereon situate, lying containing 1.3 acres more or less as shown on plat of property of James Edgar Davis made by Campbell & Clarkson, Surveyors, April 7, 1977, and recorded in Plat Book 5Y, Page 90, and having according to said survey the following courses and distances, to-wit:

BEGINNING at an iron pin on State Park Road at joint front corner of property now or formerly of Brady and running thence along State Park Road N. 89-15 E. 127.05 feet to a pin in concrete; running thence S. 12-19 E 91.32 feet to a set pin; running thence S. 02-38 W. 64.29 feet to a set pin; running thence S. 05-16 W. 79.54 feet to an iron pin; running thence S. 72-42 W. 159-3 feet to iron pin; running thence N. 41-20 W. 76.86 feet to flat iron pin; running thence N. 16-48 E. 230.5 feet to a set iron pin on State Park Road, the beginning corner.

This conveyance is made subject to any and all existing and recorded easements, rights of way or restrictions affecting said property.

DERIVATION CLAUSE:

This is the same property conveyed by James Edgar Davis by deed dated April 26, 1977 recorded April 26, 1977 in volume no. 1055 at page no. 393.

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which has the address of ... Route # 5, Box 299, State Park Road, Travelers Rest, South Carolina 29690 (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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