



MORTGAGE

THIS MORTGAGE is made this 17th day of February 1982 by and between the Mortgagor, Todd M. and Judy C. Ackley (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 Sixteen Thousand Eight Hundred Fifteen Dollars and Sixty Cents Dollars, which indebtedness is evidenced by Borrower's note dated Feb. 17, 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 ath piece, parcel or lot of land situate, lying and being shown as Lot 29, Section Four, of Richmond Hills, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book JJJ at Page 81 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Dirwiddle Drive at the joint front corner of lots nos. 29 and 20 and running thence with the line of said lots, S 59-53 E., 195.4 feet; thence S. 31-11 W., 100 feet; thence N. 55-19 W., 192.4 feet to a point on Dirwiddle Drive; thence with Dirwiddle Drive, N. 29-15 E., 85 feet to the poin of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

DERIVATION CLAUSE:

This is the same property conveyed by William Fynell Sumner and Evelyn M. Sumner by deed dated June 7, 1977 recorded June 8, 1977 in volume no. 1058 at page no. 181.

which has the address of 6. Dirwiddle Drive, Greenville, South Carolina 29609 (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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