



MORTGAGE

THIS MORTGAGE is made this 17th day of August 1982 between the Mortgagor, Larry E. Speares and Linda W. Speares (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 Twenty four thousand, nine hundred, seventy three and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 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 September 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:

11 that lot of land with the buildings and improvements thereon situate on the west side of Chuckwood Drive in the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot 537 Section V, Sheet Two on plat of Westwood Subdivison, made by Piedmont Engineers and Architects, November 28, 1972, recorded in the RMC Office for Greenville County, SC in Plat Book 4-X, page 63, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Chuckwood Drive at the joint corner of Lots 536 and 537 and runs thence along the line of Lot 536 S. 60-30 W. 143.6 feet to an iron pin; thence S. 30-59E. 86 feet to an iron pin; thence N. 60-30 E. 140.1 feet to an iron pin on the west side of Chuckwood Drive; thence along Chuckwood Drive N. 28-40 W. 86 feet to the beginning corner.

This conveyance is subject to all restrictions, zoning ordinances, easements and rights of way of record affecting the above described property.

This is the same property conveyed by deed of Artistic Builders, Inc. dated and recorded 7/11/74, in the RMC Office for Greenville County, SC, in deed book 1002, page 811.

which has the address of 204 Chuckwood DR., Simpsonville, 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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