



MORTGAGE

THIS MORTGAGE is made this 16th day of August 1982 between the Mortgagor, James Tolbert and Annie Lee Tolbert (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 Thirty-three thousand, forty-three and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 16, 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 9/1/92

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 in Austin Township, Greenville County, State of South Carolina on the Old Laurens Road, as shown on a plat of the property of James and Annie Lue Tolbert, dated August, 1960, by J. Mac Richardson, RLS, containing 1.85 acres, more or less, and being more particularly described as follows:

Beginning at an iron pin on the South side of the Old Laurens Road as shown on the plat being a joint corner with other property of the grantor; thence S. 18-51 W. 505.9 feet to an iron pin; thence N. 64-31 W. 171.4 feet to an iron pin at joint back corner with Lot No. 2; thence N. 23-51 E. 502.3 feet along the line of Lot No. 2 to an iron pin on the South side of the Old Laurens Road; thence S. 67-14 E. 150.6 feet along the South side of the Old Laurens Road to the point of beginning.

Begining the same property conveyed by James M. Tolbert to James Tolbert and Annie Lue Tolbert on August 20, 1960, recorded on August 20, 1960, as noted in Deed Book 657, page 206, in the Office of the RMC for Greenville County.

which has the address of Route 6, Dallas Drive (Street) (City) (herein "Property Address"); (State and Zip Code)

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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