

AFTER RECORDING RETURN TO:

Charles Welborn, Jr. BOOK 1580 PAGE 385

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MORTGAGE

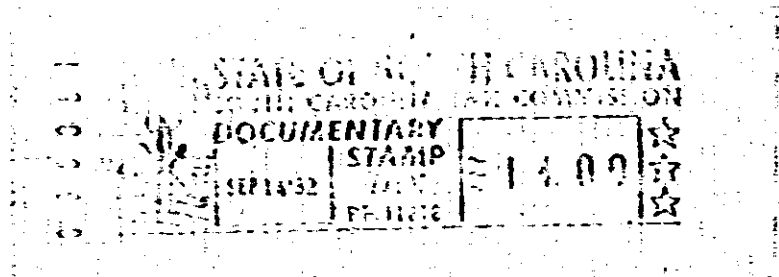
THIS MORTGAGE is made this 1st day of September 1982, between the Mortgagor, Fred Staton and Wanda B. Staton (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Five Thousand and no one hundredths (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 1, 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, 2002.

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 certain piece, parcel, or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, on the easterly side of Maria Louisa Lane, being shown and designated as Lot Number Two (2) on plat of property of Richard D. Wooten, Jr., South Carolina Registered Land Surveyor, Number 4678, under date of September 1, 1982, and being recorded in the Office of the Clerk of Court of Greenville County, South Carolina, in Plat Book 9-E at Page 97. According to the said plat the lot herein is more particularly described as follows: BEGINNING at an iron pin on the easterly side of Maria Louisa Lane, the joint front corner of Lots Numbers One (1) and Two (2), and running thence with the joint line of said lots S 75-36 E 172.4 feet to an iron pin; running thence S 23-06 W 101.4 feet to an iron pin, joint rear corner of Lots Numbers Two (2) and Three (3); running thence with the joint line of said lots N 75-36 W 155.4 feet to an iron pin on the easterly side of Maria Louisa Lane; running thence with the easterly side of Maria Louisa Lane N 8-35 E 17 feet to an iron pin; thence continuing with the easterly sides of Maria Louisa Lane N 14-24 E 83.3 feet to the point of beginning.

This is the identical lot of land conveyed unto the Mortgagors herein by deed from Clarence B. Jones recorded in the Office of the Clerk of Court for Greenville County, South Carolina, in Volume 931 at Page 381 on December 10, 1971.



which has the address of Route 5, Maria Louisa Lane, Greenville, South Carolina (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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