

Documentary Stamps are figured on  
the amount included \$ 5794.48.

77-050344 97

BOOK 1589 PAGE 707

DEC 17 1982

# MORTGAGE

THIS MORTGAGE is made this 17th day of November 1982, between the Mortgagor, William T. Owens (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 <sup>JEN</sup> Eight Thousand Four Hundred Ninety One and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 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 December 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:

William T. Owens, His heirs and assigns forever;

All that certain piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, being shown as Lot No. 5 on plat of W. G. Raines recorded in Plat Book 4-X, at page 65 and having such courses and distances as will appear by reference to said plat.

This being the same property conveyed to Grantor by deed of Virginia D. Turner recorded in Deed Book 1134 at page 967 on October 6, 1980 in the RMC Office for Greenville County.

This property is conveyed subject to any rights of way, restrictions and easements appearing on record and/or on the premises.

which has the address of Route 3, Box 49-A Pelzer S. C. 29673 (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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