

Documentary Stamps are figured on the amount financed: \$ 20,062.04

# MORTGAGE

THIS MORTGAGE is made this 17th day of FEBRUARY 1983, between the Mortgagor, BRENDA HAMM HART, FORMERLY KNOWN AS BRENDA R. HAMM (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 FORTY THOUSAND FOUR HUNDRED FIFTY THREE & 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated FEBRUARY 17, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on APRIL 1, 1993.

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:

BRENDA R. HAMM, her heirs and assigns forever, all my undivided one-half interest in and to

ALL that certain piece, parcel or tract of land situate, lying and being in the State and County aforesaid, in Butler Township, about two miles South of Pelham, lying on the Northern side of the Circle Road and being a part of the same tract of land conveyed to Rufus B. Atkins and Louise G. Atkins by deed from J. Wayman Smith, January 14, 1953 recorded in the RMC Office for Greenville County in Deed Book 470, Page 171 and having the following metes and bounds, courses and distances, to wit:

BEGINNING on an old nail and cap in the center of said road, joint corner of the land conveyed by Rufus B. Atkins and Louise G. Atkins to Samuel B. and Ida E. Wasson, April 1962 and runs thence with the said road, S. 63-00 W. 467 feet to a nail and cap in the center of the said road; thence N. 23-30 W. 666 feet to a point on the South side of the branch (iron pin back on line at 12 feet); thence with the following traverse line down the branch (the branch being the property line) N. 42-20 E. crossing the branch to a stake on the North side of the branch; thence N. 64-50 E. crossing the branch twice, 200 feet to a stake on the North side of the branch; thence N. 78-05 E. 123 feet to a stake on the Northern side of the branch; thence S. 51-10 E. 80 feet to an iron pin on the South bank of the branch, joint corner of the said Wasson tract; thence with the Wasson line, S. 24-15 E. 584.6 feet to the beginning corner (iron pin on line back at 24.3 feet) containing Seven and Thirteen One-hundredths (7.13) Acres, more or less.

This property is conveyed subject to existing and recorded easements, rights of way and restrictions, if any, pertaining to said property. Being the same property conveyed by Franklin D. Steading to Ronnie T. Hamm and Brenda R. Hamm by deed dated May 2, 1972 and recorded in the RMC Office for Greenville County in Deed Book 942, at Page 366, on May 2, 1972. which has the address of RT. 5 CIRCLE ROAD, GREER, S.C. 29651 (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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