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CONNOR & PERSLEY  
P.L.C.

# MORTGAGE

BOOK 1533 PAGE 375

THIS MORTGAGE is made this 10th day of February 1982, between the Mortgagor, Carl S. Matheny, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

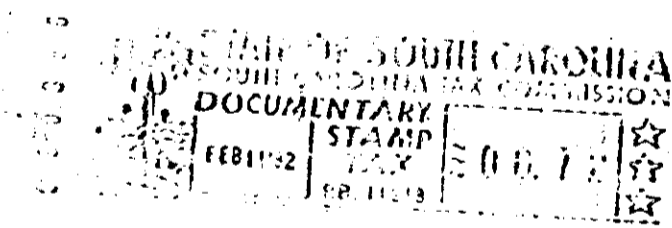
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixteen Thousand Seven Hundred Fifty & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 8, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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, with all improvements thereon situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 4 on plat of Maple Acres Subdivision, prepared by C. O. Riddle, dated June, 1953 and recorded in Plat Book FF at Page 111 of the RMC Office for Greenville County, and being shown on a more recent plat prepared by Carolina Surveying Co., dated February 5, 1982, entitled "Property of Carl S. Matheny, Jr.", recorded in Plat Book 7-4 at Page 83, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Chastain Drive, said point being 287.8 feet northeast of the intersection of Chastain Drive and North Franklin Road, and running thence with the joint line of Lot Nos. 4 and 3, N. 75-30 W., 130.9 feet to an iron pin; thence running along the rear line of Lot No. 4, N. 27-57 E., 211.9 feet to an iron pin; thence with the joint line of Lot Nos. 4 and 5, S. 53-51 E., 125.4 feet to an iron pin on the northwest side of Chastain Drive; thence running along said Drive the following: S. 36-55 W., 77 feet to an iron pin; S. 20-50 W., 50 feet to an iron pin; and S. 14-30 W., 38.9 feet to an iron pin, the point of beginning.

This being the identical property conveyed to the Mortgagor by deed of Rebekah Anita Cason, formerly known as Rebekah Anita Hendricks, said deed to be recorded herewith.



which has the address of 5 N. Chastain Drive, Greenville, South Carolina 29609 (herein "Property Address");

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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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