



Documentary Stamps are figured on the amount financed: \$ 15,060.04

# MORTGAGE

THIS MORTGAGE is made this 16th day of March 1983 between the Mortgagor, Dan E. Manly and Linda L. Manly (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 TWENTY NINE THOUSAND TWO HUNDRED SEVENTY SEVEN and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 16, 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 May 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:

Dan E. Manly and Linda L. Manly, their heirs and assigns, forever:

All that piece parcel or lot of land situate, lying and being in Greenville County, South Carolina, at the northeastern corner of the intersection of Finley Court and Brockman Drive and being known and designated as Lot 16 on a plat of Section Five, Knollwood Heights, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4R at Pages 91 and 92 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at the joint front corner of Lots 16 and 17 on the eastern edge of Finley Court and running thence along a line of Lot 17 S. 80-11-00 E. 187.00 feet to a point; thence along a line of Lot 15 S. 03-37-00 W. 108.8 feet to a point on the northern edge of Brockman Drive; thence along the northern edge of Brockman Drive N. 82-03-00 W. 173.72 feet to a point; thence along the northeastern corner of the intersection of Finley Court and Brockman Drive N. 36-09-30 W. 34.82 feet to a point; thence along the eastern edge of Finley Court N. 09-44-00 E. 89.59 Feet to the beginning corner.

This property is conveyed subject to restrictions, easements or rights-of-way, if any, affecting the above described property.

This is the same property conveyed to the grantors by Deed of A. J. Prince Builders, Inc. dated and recorded September 16, 1976 in the RMC Office for Greenville County, South Carolina in Deed Book 1042 at Page 973.

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As part of the consideration grantees agree to assume and pay the balance due on that certain mortgage to South Carolina National Bank recorded September 16, 1976 in REM Book 1377 at Page 878, RMC Office for Greenville County on which the present balance due is \$45,911.37. As part of the consideration, grantors assign existing escrow account to grantees. continued.....

which has the address of 116 Brockman Drive, Mauldin, South Carolina 29662, (Street) (City) (State and Zip Code) (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 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.

