



Documentary Stamps are figured on the amount financed: \$ 8632.19

# MORTGAGE

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THIS MORTGAGE is made this 7th day of November 1983 between the Mortgagor, Stephen L. Austin and Gayle S. Austin (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 Twelve Thousand Twenty-seven and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 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 November 20, 1988;

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 piece, parcel or tract of land with all improvements thereon situate, lying and being in Greenville County, South Carolina, Oneal Township, on the northern side of Highway S-134, and being a portion of an original tract of 38.5 acres, more or less, as shown on plat entitled "Property of Boyce M. Dillard", prepared by H. S. Brockman, RLS, dated April 7, 1962, and recorded in the RMC Office for Greenville County in Plat Book AAA, page 53 and further shown on an unrecorded plat dated September 3, 1974, by Campbell & Clarkson, Surveyors, and according to said unrecorded plat being approximately 3 acres and having the following metes and bounds, to-wit:

BEGINNING at a point which is N. 75-53 W. 153 feet from a nail in bottle cap in Highway S-134, at the joint corner of property now or formerly of Richard Malcolm Bishop and John G. Davis as shown on plat recorded in Plat Book AAA, at page 53, and running thence along the joint line of property of the grantor and property now or formerly of Richard Malcolm Bishop N. 23-17 E. 150 feet to a point; thence N. 18-07 E. 250 feet to a point; thence N. 73-01 W. 306.1 feet to a point; thence S. 25-29 W. 400 feet to a point in Highway S-134; thence along Highway S-134 S. 72-27 E. 343.9 feet to the point of beginning.

The grantees hereby assume and agree to pay that certain mortgage held by Family Federal Savings and Loan Association recorded in Mortgage Book 1334 at page 835 and that certain mortgage held by Virgil E. Burket and Betty M. Burket recorded in the RMC Office for Greenville County in Mortgage Book 1334 at page 831.

This property is subject to easements, covenants, conditions, restrictions and rights-of-way which are a matter of record and actually existing on the ground affecting the above-described property.

LESS

ALL that certain piece, parcel or tract of land situate, lying and being in Greenville County, S.C., Oneal Township, on the northern side of Highway S-134, also known as Gap Creek Road, being shown and designated as a 1.75 acre tract of land according to a plat of the Property of Steve L. Austin surveyed for William B. Jones prepared by Lindsey & Associates, Inc., dated July 7, 1982, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap set in the middle of Gap Creek Road at the southeasternmost joint front corner of property being retained by the grantors and running thence with the center of said road N. 72-37 W. 180.40 feet to a nail and cap found in the center of said road; thence running with the joint line of property now or formerly belonging which has the address of Rt. #9, Box 604, Gap Creek Road, Greer, SC 29651 (continued)

(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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