



Documentary Stamps are figured on the amount financed: \$ 3577.44

04-049732-1P
BOOK 1590 PAGE 936
BOOK 88 PAGE 1272

MORTGAGE

THIS MORTGAGE is made this 25th day of October 19 82, between the Mortgagor, Asa Duncan Shirley III (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 Four Thousand Three Hundred Forty Five Dollars & Twenty Cents Dollars, which indebtedness is evidenced by Borrower's note dated October 25, 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 April 1, 1985

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 lot, S. 42-59 W. 269.9 feet to a point on the Northern side of Geer Highway; thence along said highway, N. 47-03 W. 40 feet to the point of beginning.

This is the same property conveyed to me by deed recorded in the RMC Office for Greenville County in Deed Book 726 at Page 430.

This property is conveyed subject to all easements, restrictions and rights-of-way of record or on the ground affecting subject property.

This is the same property conveyed by deed of Joseph Earl Boyter to Charles F. Kelly and Asa Duncan Shirley, III, dated April 2, 1975, and recorded April 3, 1975, in Deed Volume 1016, at Page 500 in the RMC Office for Greenville County, South Carolina. Also same property conveyed by deed of Charles F. Kelly (his one-half interest) to Asa Duncan Shirley, III, dated July 1, 1981 and recorded July 13, 1981, in Deed Volume 1151, at Page 558, in the RMC Office for Greenville County South Carolina.

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which has the address of 28 South Main (Street) South Carolina 29690 (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 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.

SOUTH CAROLINA - 1 to 4 Family - 6/75 - FNMA/FHLMC UNIFORM INSTRUMENT
LP1323-01

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