



MORTGAGE

THIS MORTGAGE is made this 11th day of April 1983 between the Mortgagor, Kenneth W. Nelson (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 Nine Thousand, Nine Hundred, Seventy Eight and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 11, 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 15, 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 lot of land in the State of South Carolina, County of Greenville, known and designate as Lot No. 13 on plat of property of O. V. Hunt Estate, recorded in plat book XX, page 15, of the RMC Office for Greenville County, said lot having a frontage of 108 feet on the northwest side of Avery Street, a depth of 137.4 feet on the southwest side, a depth of 141, 7 feet on the north east side and a rear width of 108.1 feet.

This is the same property conveyed by deed of Lawrence B. Morgan to Kenneth W. Nelson and Ada L. Nelson, dated May 6, 1963, and recorded May 6, 1963 in the RMC Office for Greenville County in Deed Volume 722 Page 100.

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which has the address of 112 Avery St., Greenville, SC 29611 (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".

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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.

