

MORTGAGE

THIS MORTGAGE is made this 18th day of March 1983, between the Mortgagor, Jean B. Yeargin (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 Six Thousand Seven Hundred Sixty Three and 68/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 18, 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 4-1-87

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 my undivided one-half interest in and to all those certain piece, parcel and lots of land in the City of Greenville, County and State aforesaid, lying, being and situate on the South side of Dogwood Lane and being known and designated as Lots No. 194 and 195 of a subdivision known as Cleveland Forest, Plat of which is recorded in the RMC Office for Greenville County in Plat Book M at pages 56 and 57 and according to said plat having the following metes and bounds:

Beginning at an iron pin on the southern side of Dogwood Lane at the joint corner of Lots No. 160 and 195 which iron pin is 105.8 feet from the southwest corner of the intersection of Dogwood Lane and Trails End and running thence S.25-25 E. 205 feet to an iron pin; thence S.65-02 W. 120 feet to an iron pin; thence N. 25-25 W. 201.5 feet to an iron pin on the Southern side of Dogwood Lane; thence with Dogwood Lane N. 63-24 E. 60 feet to an iron pin; thence N.68-44 E. 60 feet to the point of beginning.

This conveyance is subject to all easements, rights of way and restrictions of record.

This is the same property conveyed by deed of D. Eugene Yeargin (one-half interest to Jean B. Yeargin, dated November 12, 1956, recorded November 13, 1956, in volume 565, page 180 of the RMC Office for Greenville County; Also: conveyed by deed of D. Eugene Yearin (one-half interest) to Jean B. Yeargin, dated 1/21/71, recorded 1/25/71 in volume 907, page 179 of the RMC Office for Greenville County, SC.

which has the address of 40 Dogwood Lane, Greenville, South Carolina (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".

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.