



MORTGAGE

THIS MORTGAGE is made this 27th day of May 1983, between the Mortgagor, Jerry N. Marsh (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 Seven Thousand Three Hundred and Eight Dollars and 95/100ths Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 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 December 10, 1986

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:

Jerry N. Marsh, his heirs and assigns forever:

"ALL that certain piece, parcel or lot of land located in Greenville County, State of South Carolina, on the East side of Fifth Avenue in Judson Mills No. 1 Village, being known and designated as Lot Number 48 as shown on plat of Section 1, Judson Mills Village, recorded in Plat Book K, at pages 11 and 12 of the R. M. C. Office for Greenville County, South Carolina."

This is the same property conveyed unto the Grantors herein by deed of Associates Financial Services Company of Greenville dated March 28, 1980, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 1123, at Page 571, on April 7, 1980.

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights-of-ways of record, or on the ground, which may affect said lot.

This is the same property conveyed by deed of Robert K. McLaughlin and Anita C. Reid to Jerry N. Marsh, dated September 24, 1981 and recorded October 5, 1981 in Volume 1156, at Page 232 of the R. M. C. Office for Greenville County, State of South Carolina.



which has the address of #41 Elmwood Avenue, Greenville, South Carolina (Street) (City) (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.

