

MORTGAGE

RECORDED
11/1/83
S.C.

THIS MORTGAGE is made this 7th day of November 1983 between the Mortgagor, Henry Thomas Axson and Sophia Gault Axson (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK F.S.B., 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 Fifty Thousand and No/100 (\$50,000.00) 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 December 1, 2003.

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 lot of land located in the County of Greenville, State of South Carolina, near the Town of Simpsonville, South Carolina, on the western side of Billy Garrett Road and being known as Lot No. 7 and shown on a plat of property for Henry T. Axson and Sophia Gault Axson by Carolina Surveying Company dated July 1, 1983 which plat was recorded in the RMC Office for Greenville County in Plat Book 9-V at Page 11 and being more particularly described in a plat for Henry Thomas Axson and Sophia Gault Axson prepared by Carolina Surveying Company dated November 7, 1983 recorded in Plat Book 10-N at Page 100, and having, according to the latter plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Western side of Billy Garrett Road at joint front corner of Lots 6 and 7 and running thence along edge of said road S. 10-26 W., 225 feet to an old iron pin; thence turning and running N. 80-12 W., 381.7 feet to an old iron pin; thence turning and running S. 80-12 E., 227 feet to an old iron pin; thence turning and running S. 80-12 E., 354.2 feet to point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Robert S. Davis recorded in Deed Book 1024 at Page 97 on September 11, 1979 in the RMC Office for Greenville County.

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which has the address of Rt. 3, Box 593, Billy Garrett Road Simpsonville South Carolina 29681 (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.

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