

JUN '82  
R.M.C. FISHERSLEY

# MORTGAGE

GA FILED  
7-29 S.C.

THIS MORTGAGE is made this 3 day of June 19 82, between the Mortgagor, John R. Botts and Gloria G. Botts (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 Seventy Thousand & 00/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2012.

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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Middle Brook Road, near the City of Greenville, SC, being known and designated as Lot No. 300 on plat entitled, "Map One, Section One, Sugar Creek" as recorded in the R.M.C. Office for Greenville County, SC in Plat Book 5D at Page 18 and plat of "Revised Plat - Lots 300 and 301" as recorded in the R.M.C. Office for Greenville County, SC in Plat Book 5M at Page 92 and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Middle Brook Road, said pin being the joint front corner of Lot Nos. 300 and 301 and running with the northwesterly side of Middle Brook Road, N. 27-08-09 E. 131.85 feet to an iron pin at the joint corner of Lot No. 300 and Tract "C"; thence with the common line of Lot No. 300 and Tract "C", N. 77-39-49 W. 190 feet to an iron pin at the joint rear corner of Lot No. 300 and Tract "C"; thence S. 24-16-45 W. 88 feet to an iron pin at the joint rear corner of Lot Nos. 300 and 301; thence with the common line of said lots, S. 64-19-31 E. 179.37 feet to an iron pin, the point of beginning.

This is the same property conveyed to Mortgagors herein by Deed of Robert S. Katz and Roberta B. Katz dated June 3, 1982 and recorded in the R.M.C. Office for Greenville County, SC in Deed Book 1168 at Page 47.

SOUTH CAROLINA  
COUNTY CLERK  
OFFICE  
2800

which has the address of 100 Middlebrook Road, Greer, SC 29651 (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.

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