

JOHN... SLEY

THIS MORTGAGE is made this Eleventh... day of January... 1982... between the Mortgagor, Michael A. Kaplan and Anne Kaplan... (herein "Borrower"), and the Mortgagee, Bankers Trust... of South Carolina... a corporation organized and existing under the laws of South Carolina... whose address is c/o Bankers Mortgage Corporation, P.O. Drawer F-20, Florence, S.C. 29503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty One Thousand Five Hundred & no/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 11, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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 those certain pieces, parcels or lots of land, together with improvements thereon, situate, lying and being on the south end of the cul-de-sac of Westview Avenue in the City of Greenville, Greenville County, South Carolina, being shown and designated as a part of Lot 17 on plat of Lost Valley, Section II, recorded in the R.M.C. Office for Greenville County in Plat Book 5-P on Page 36 and a plat of Lot 27 on Plat of Parkvale, Section B, recorded in the R.M.C. Office for Greenville County in Plat Book 7-V on Page 15, and having, when described together as one parcel of land, the following metes and bounds according to plat entitled "Property of Michael A. Kaplan and Anne Kaplan" dated January 7, 1982, by Freeland and Associates, Inc.:

BEGINNING at an iron pin on the southern edge of the cul-de-sac of Westview Avenue at the northeastern corner of Lot 17 of Lost Valley, Section II, and running thence S. 0-21 W. 112.1 feet to an iron pin in the northern line of Lot 27, Section B, Parkvale; thence running S. 89-33 E. 13.08 feet to an iron pin in or near a branch; thence with the branch as a line, the traverse of which is S. 2-49 E. 70.32 feet to an iron pin in the southern line of Lot 27, Section B, Parkvale; thence N. 88-55 W. 115.69 feet to an iron pin; thence N. 2-06 E. 69.01 feet to an iron pin at the southwestern corner of Lot 17 of Lost Valley, Section II; thence running N. 19-46 E. 112 feet to an iron pin on the south side of the cul-de-sac of Westview Avenue; thence with the curve of said cul-de-sac, the chord of which is S. 73-36 E. 24.65 feet to an iron pin; thence continuing with the curve of said cul-de-sac, the chord of which is N. 70-15 E. 38 feet to an iron pin at the point of beginning.

This property is subject to existing easements, restrictions and rights of way of record.

This is the same property conveyed to the Mortgagors herein by deed of Bankers Trust of South Carolina January 8, 1982, and recorded in the R.M.C. Office for Greenville County in Deed Book 1161 at Page 54 on January 12, 1982.

RECORDED IN THE PUBLIC RECORDS OF THE STATE OF SOUTH CAROLINA... DOCUMENTARY... 1980

which has the address of 34 Westview Avenue, Greenville, S.C., (City) ...29609 (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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