



FIRST Documentary Stamps are figured on the amount financed: \$10,010.00 BOOK 1594 PAGE 786

MORTGAGE

THIS MORTGAGE is made this 11th day of January, 1983, between the Mortgagor, Thomas P. and Francis N. Moore (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 Twenty thousand two hundred ninety and 80/100 (\$ 20,290.80.) Dollars, which indebtedness is evidenced by Borrower's note dated 1-11-83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March, 1993.

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, together with all buildings and improvements thereon, situate, lying and being on the northwestern side of Scotland Circle in Butler Township, Greenville County, South Carolina being shown and designated as Lot No. 24 on a plat of Lake Forest Heights recorded in the RMC Office for Greenville County, S.C. in Plat Book GG, page 153, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to James P. McNamara by Thomas P. Moore recorded in Deed Book 787, page 397 and is hereby conveyed subject to rights of way, easements, conditions, public roads, and restrictive covenants reserved on plats and other instruments of public record and actually existing on the grounds affecting said property.

As a part of the consideration of this deed, the grantee agrees and assumes to pay in full the indebtedness due on the note and mortgage covering the above described property owned by Fidelity Federal Savings and Loan Association recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 906, page 556 in the original amount of \$15,500.00 and having a current balance of due in the sum of \$8,758.58.

Grantee assumes and agrees to pay Greenville County property taxes for the tax year 1974 and subsequent years.

This is the same property conveyed by James P. McNamara by deed dated 6-18-74, recorded in Deed Book 1001 on page 438 recorded 6-18-74.

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which has the address of 3 Scotland Circle Greenville, S.C. 29607 (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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