

FILED GREENVILLE CO S.C.

MORTGAGE

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THIS MORTGAGE was made this 31st day of March 1983 between the Mortgagee, SAM J. GARDNER and MARY C. GARDNER (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").

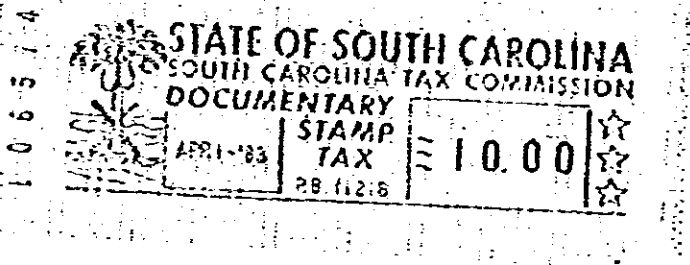
WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY FIVE THOUSAND AND NO/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 30, 1983;

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 building and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Ottoway Drive, being shown and designated as Lot 37 on a plat of Lanneau Drive Highlands, made by Dalton & Neves Engineers, dated August 1937 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book D at Pages 288 and 289, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to the Mortgagees herein by deed of Hugh C. Winslow, Jr. dated September 16, 1974 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1006, Page 803, on September 17, 1974.

This mortgage is junior in lien to that certain mortgage held by Collateral Investment Company which was duly recorded December 4, 1973, in Mortgage Book 1296, Page 715 in the RMC Office for Greenville County, South Carolina.



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which has the address of 18 Ottoway Drive, Greenville, South Carolina 29605 (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 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.

