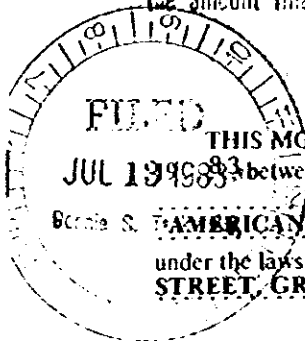


# MORTGAGE



THIS MORTGAGE is made this 13th day of June 1983 between the Mortgagor, Elzie C. Powell (same as Elzie C. Powell, Jr.) (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-Eight Thousand One Hundred Seventy and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 13, 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 June 15, 1988

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 situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township being known and designated as Lot No. 11 of Anderson Street Highlands according to plat made by Dalton & Neves, Engineers, in 1939 and recorded in the RMC office for Greenville County in Plat Book J, Page 157, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Anderson Road 150 feet from the southeastern intersection of Anderson Road and East King Street and running thence with Anderson Road, S. 43-27 W. 50 feet to an iron pin, joint western corner of Lots Nos. 11 and 12; thence along the dividing line of said lots, S. 47-20 E. 161.1 feet to an iron pin, joint rear corner of Lots nos. 11 and 12; thence along the rear of Lot No. 11, N. 42-40 E. 50 feet to an iron pin, joint corner of Lots Nos. 10, 11, and 64; thence along the dividing line of Lots Nos. 10 and 11, N. 47-20 W. 160.4 feet to the beginning corner; being the same conveyed to me by A. B. Roe and Dora Sue Roe Evans by their deed dated March 6th, 1946 and recorded in the RMC office for Greenville County in Vol. 288, at page 209.

This is that same property conveyed by deed of W. P. Nesbitt, Jr. to Elzie C. Powell, Jr. and Ruby Powell dated January 10, 1953 and recorded January 14, 1953 in Deed Book 470 at Page 159 in the RMC office for Greenville County, SC.

ALSO this is that same property conveyed by deed of Ruby Powell (her one-half UNDIVIDED INTEREST) to Elzie C. Powell, Jr. dated March 11, 1971 and recorded in Deed Book 917 at Page 416 in the RMC office for Greenville County, SC.

which has the address of 1909 Old Anderson Road Greenville SC (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.

