

MORTGAGE

THIS MORTGAGE is made this 8th day of June 1983, between the Mortgagor, Jackie J. Elliott (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 Nineteen Thousand Three Hundred Three Dollars & Twenty Cents Dollars, which indebtedness is evidenced by Borrower's note dated June 8, 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, 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 tract of land with all improvements thereon situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Tract No. 8 as shown on plat of property of Jackie J. Elliott made by Jones Engineering Service, May 27, 1977, and having according to said plat the following courses and distances, to wit:

BEGINNING at an iron pin at the corner of Lora Court and Lora Lane and running thence along Lora Lane N. 50-46 W. 35 feet; thence N. 04-48 W. 49.6 feet to iron pin; thence N. 04-12 E. 47.7 to iron pin; running thence N. 66-47 E. 110 feet; running thence S. 38-03 E. 77.8 feet to iron pin at a curve; running thence with the curve, the chord of which is S. 25-19 W. 44 feet to a point on Lora Court; running thence along Lora Court S. 50-02 W. 119.1 feet to iron pin on Lora Lane, the beginning corner.

The above described property is also shown on plat of Lake Lora Subdivision as recorded in the RMC Office for Greenville County in Plat Book 4-F, page 35.

This is the same property conveyed by deed of David S. and Stewart W. Maltby to Jackie J. Elliott, dated May 31, 1977 and recorded May 31, 1977 in the RMC Office for Greenville County in Deed Volume 1057 Page 647.

which has the address of 1 Lora Court Greenville South Carolina 2961 (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.

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