

FILED
GREENVILLE CO. S. C.
JUL 30 3 41 PM '81
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1518 PAGE 456

MORTGAGE

THIS MORTGAGE is made this 23rd day of July 1981, between the Mortgagor, James B. Ely (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-eight thousand, six hundred, forty-eight and 72/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 23, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 26, 1982.

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:

on the Southern side of Riverside Drive, being designated as the Northern 270 feet of lot no. 8 and the Eastern 22 feet of Lot No. 7 on Plat of Marshall Forest by Dalton & Neves dated October, 1948, recorded in Plat Book H at page 133 in the RMC Office for Greenville County, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Southern side of Riverside Drive at the corner of Lots 8 and 9 which pin is 492 feet East of Sylvan Way; thence with said Drive, S. 85-20 W. 122 feet to an iron pin; thence S. 4-40 E. 270 feet to a strip of land reserved for a street; thence N. 85-20 E. 122 feet; thence N. 4-40 W. 270 feet to the point of beginning.

This is the same property conveyed by deed of Cleveland B. Wilson and Marth E. Wilson, dated 4/24/78, recorded 4/28/78 in volume 1078, page 5 of the RMC Office for Greenville County, Greenville, SC.

which has the address of Riverside Drive, Greenville, SC (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 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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