

MORTGAGE

JUL 31 12 25 PM '81

JOHNIE S. TANKERSLEY  
THIS MORTGAGE is made this 31st day of July 1981, between the Mortgagor, David E. Zack and Yolanda K. Zack (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 Thirty-Eight Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 August 1, 2011;

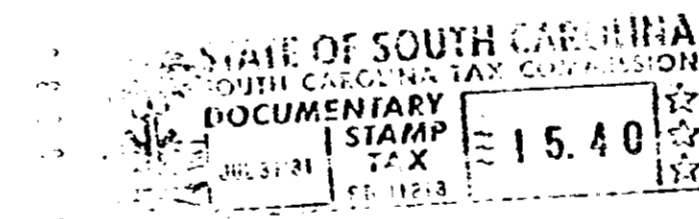
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, on the southern side of Hillpine Drive and being known and designated as Lot No. 101, Section 3 of POINSETTIA Subdivision, according to a plat prepared by Piedmont Engineers and Architects, dated July 15, 1967, and revised July 28, 1967, said plat being recorded in the RMC Office for Greenville County in Plat Book PPP at Page 141 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This is the same property conveyed to the Mortgagors herein by general warranty deed of David S. Leinfelder and Sandee I. Leinfelder on July 31, 1981 and recorded in the Greenville County R.M.C. Office in Deed Book 1152 at page 756.

Mortgagor's mailing address: 112 Hillpine Drive, Simpsonville, S. C. 29681



which has the address of 112 Hillpine Drive, Simpsonville, S. C. 29681 (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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