



MORTGAGE

THIS MORTGAGE is made this 22 day of July, 1981, between the Mortgagor, Lyn H. Miller and Kathleen A. Miller (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 Five thousand five hundred and two dollars and 96/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 22, 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 Sept. 1, 1986

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 lot of land in the county of Greenville, State of South Carolina, being known and designated as Lot No. 2 as shown on plat of Terra Court, recorded in plat Book 6 H, Page 60 of the RMC Office for Greenville County, S.C. and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Terra Court, the joint front corner of Lots 1 & 2; thence with the joint line of said lots S. 82-17 E. 305.2 feet to an iron pin in line of property of H. J. Martin; thence with the line of said property N. 17-59 W. 90 feet to an iron pin, joint rear corner of Lots 2 & 3; thence with the joint line of said lots N. 72-29 W. 239.1 feet to an iron pin in the turn-around of Terra Court; thence with the curve of said street S. 63-43 W. 19.65 feet to an iron pin on the east side of Terra Court; thence with the east side of said street S. 15-03 W. 111.7 feet to the point of beginning.

This is a portion of the property conveyed to grantors by The United Methodist Church, Greenville District by its duly authorized trustee, by deed dated and recorded July 13, 1978 in deed volume 1083 Page 61 of the RMC Office for Greenville County, S.C.

AS a part of the considerations for this conveyance, the grantees herein assume and agree to pay that certain mortgage given by grantors to Fidelity Federal Savings and Loan Association in the original amount of \$66,000.00 recorded Dec. 13, 1978 in mortgage volume 1452, page 733 of the RMC Office for Greenville County, S.C., on which there is a balance due of \$66,000.00.

This is the same property conveyed by deed of H. J. Martin & Joe O. Charping, dated 5/15/79 and recorded 5/22/79 in the RMC Office for Greenville County in Volume 1103, at Page 39.

which has the address of 6 Terra Court, Greenville, SC 29615 (Street) (City)
 (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 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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