

MORTGAGE

REC'D FILED  
NOV 17 3 03 PM '82  
S.C.  
OGN  
THIS MORTGAGE is made this twelfth day of November 1982, between the Mortgagor, Edmund J. Scott (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").

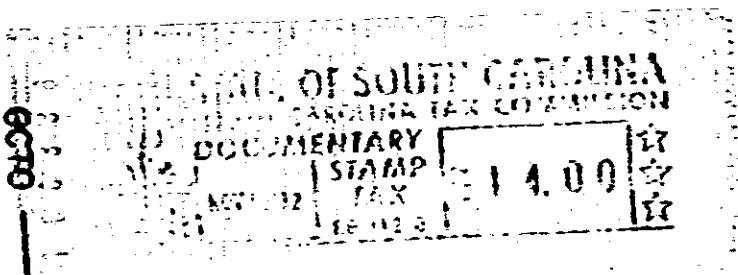
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty five thousand and no/100ths (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 12, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1992;

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, and lot of land in the State of South Carolina, County of Greenville, on the northeastern side of Sylvan Way and Brookside Way, in the City of Greenville, shown as Lots 76, 77, and 78 on plat of Marshall Forest, prepared by Dalton and Neves, Engineers, dated October, 1928, recorded in Plat Book H at pages 133 and 134, and having, according to a new survey, entitled Property of Edmund J. Scott, dated November 9, 1982 by Freeland & Associates, Engineers and Land Surveyors, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Sylvan Way, at the joint front corner of property of Borrower and Lot 79, running thence along the joint line of Borrower's property and Lot 79, N. 45-20 E. 279.50 feet to an iron pin at the joint rear corner of Borrower's property and Lot 79; running thence S. 54-40 E. 75.78 feet to an iron pin at the joint rear corner of Borrower's property and Lot 75; thence along the joint line of Borrower's property and Lot 75 S. 45-20 W. 303.12 feet to an iron pin on the northern side of Sylvan Way, being the joint front corner of Borrower's property and Lot 75; thence along the northern side of Sylvan Way N. 36-41 W. 75.36 feet to an iron pin, the point of beginning.

This is the same property conveyed to Edmund J. Scott by deed of Elizabeth Long Pearce dated February 19, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 838 at page 132.



OCTO 3 NOV 17 82 040

which has the address of 139 Sylvan Way, Greenville, South Carolina 29605 (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.

