

# MORTGAGE

THIS MORTGAGE is made this 30TH day of NOVEMBER, 1982, between the Mortgagor, MALCOLM P. NIVEN, JR. AND NANCY H. NIVEN (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 EIGHTY-NINE THOUSAND (\$89,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated NOVEMBER 30, 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, 2012

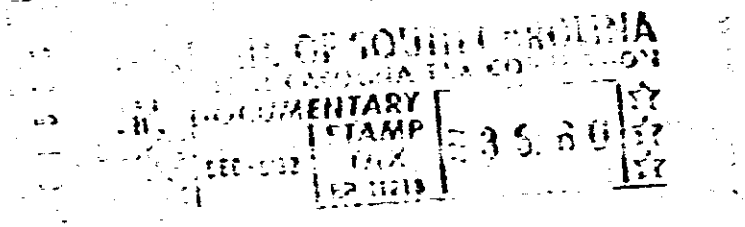
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land situate, lying and being on the Northwestern side of Forest Lane in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 33 on a plat of Meyers Park, Section 2, prepared by C. O. Riddle, Surveyor, dated September 27, 1976, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P at Page 54, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Forest Lane at the joint front corner of Lot Nos. 33 and 34, and running thence with the line of Lot No. 34 N. 80-18 W. 332.31 feet to an iron pin at the joint rear corner of Lot Nos. 33 and 34; thence with the rear line of the premises herein described N. 55-04 E. 294.58 feet to an iron pin at the joint rear corner of Lot Nos. 32 and 33; thence with the line of Lot No. 32 S. 34-43 E. 209.65 feet to an iron pin on the Northwestern side of Forest Lane; thence with the Northwestern side of Forest Lane S. 32-29 W. 62 feet to the point of beginning.

THIS being the same property conveyed to Malcolm P. Niven, Jr. by a certain deed of Mickey Waldrep Keown, now known as Mickey W. Coker, and filed in the RMC Office for Greenville County on August 20, 1980, in Deed Book 1131 at Page 632. Malcolm P. Niven, Jr. having conveyed a one-half (1/2) interest in said property to Nancy H. Niven on November 30, 1982, and thereafter said deed was filed in the RMC Office for Greenville County on December 6, 1982, in Deed Book 1178 at Page 429.

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which has the address of 95 FOREST LANE, 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 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.