



MORTGAGE

THIS MORTGAGE is made this 18TH day of January 19 83 between the Mortgagor, James S. Conits and Christina J. Conits (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 Thirteen thousand eight hundred seventy two and 24/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 18, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1985

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, S.C., State of South Carolina:

All that certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville on the southeast side of Chatelaine Drive, being shown as Lot 144 on Plat of Merrifield Park, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book QQQ Page 177, and having according to said Plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeast side of Chatelaine Drive at the joint front corner of Lots 143 and 144 and runs thence along the line of Lot 143 S. 49-43 E. 217.7 feet to an iron pin; thence S. 76-11 W. 153.1 feet to an iron pin; thence along the line of Lot 145, N. 37-40 W. 145.8 feet on the southeast side of Chatelaine Drive; thence along Chatelaine Drive N. 52-20 E. 43 feet to an iron pin; thence still along Chatelaine Drive N. 46-29 E. 52 feet to the beginning corner.

This is the same property conveyed to Mortgagors by deed of Jack E. and Sylvia J. Anthony, recorded in the R.M.C. Office for Greenville County on July 5, 1978 in Deed Book 1082 at page 482.

which has the address of #6 Chatelaine Drive, Greenville, S.C. 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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