

FILED
GREENVILLE S.C.
AUG 3 3 13 PM '83
DONNA R. C. CLEGG

30-1520-304

MORTGAGE

THIS MORTGAGE is made this 9th day of August 1983, between the Mortgagor, Rupert R. Elliott and Eva Jean Elliott (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, 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 Fifteen thousand five hundred .. fifty and no/100ths. (\$15,550.) Dollars, which indebtedness is evidenced by Borrower's note dated August 9, 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 September 1, 1993

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 in Greenville County, South Carolina, being known and designated as Lot No. 135, Section III, of Westcliffe Subdivision, as shown on a plat thereof prepared by Piedmont Engineers & Architects, December 11, 1963, revised on September 24, 1965, and recorded in the RMC Office for Greenville County in Plat Book JJJ at pages 72, 73, 74 and 75, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Eastcliffe Way at the joint front corner of Lots 135 and 136 and running thence N 51-45 W, 230 feet to an iron pin; thence running N 34-15 E, 121.1 feet to an iron pin; thence running S 59-00 E, 225 feet to an iron pin on the northern side of Eastcliffe Way; thence with Eastcliffe Way, S 32-25 W, 150 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Elaine B. Hitch recorded August , 1983 in Deed Book 1174 at page 96 in the Greenville County RMC Office.

which has the address of 402 Eastcliffe Way, Greenville, SC (Street) (City)
..... (therein "Property Address");
(State and Zip Code)

KNO 3 52991A01

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 against the title to the Property against all claims and demands, subject to any and all mortgages, liens or restrictions listed in a schedule of exceptions to coverage, in any title insurance policy insuring Lender's interest in the Property.

1030

1325