



MORTGAGE

THIS MORTGAGE is made this 1st day of February, 1982, between the Mortgagor, Robert C. Scott and Bobbie Q. Scott (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 Eighteen thousand, one hundred, ninety and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 1, 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 February 15, 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 or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Seabury Drive, near the City of Greenville, being shown as Lot No. 78 on a plat of Merrifield Park, recording in Plat Book 000, at Page 177, in the RMC Office for Greenville County, and being more fully described according to said plat as follows:

BEGINNING on the northern edge of Seabury Drive at the joint front corner of Lots 78 and 79, and running thence along a line of Lot 79, N. 19-00 E. 180 feet to a point; thence N. 71-00 W. 110 feet to a point; thence along a line of Lot 77, S. 19-00 W. 180 feet to a point on the northern edge of Seabury Drive; thence along the northern edge of Seabury Drive, S. 71-00 E. 110 feet to the beginning corner.

This being the same property conveyed by deed of Janet F. Feldman to Robert C. Scott and Bobbie Q. Scott, dated 6/22/77, recorded 6/23/77, in Volume 1059, at Page 143, in the RMC Office for Greenville County, SC.

which has the address of 117 Seabury Drive, Greenville (Street) (City), SC 29615 (State and Zip Code) (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.

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