



MORTGAGE

THIS MORTGAGE is made this 4th day of February, 1982, between the Mortgagor, E. Floyd Dupree, Jr. and Lynn H. Dupree (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 Sixty-nine thousand, three hundred, sixty-seven and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 4, 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 certain piece, parcel or lot of land, with any and all improvements thereon, lying, being and situate on the South side of East Tallulah Drive, in the City of Greenville, Greenville County, South Carolina, being all of Lot 4, and a portion of Lots 3 and 5 as shown on a plat by Martin, dated April 6, 1939, and recorded in Plat Book J at page 73 in the R.M.C. Office for Greenville County, and also being shown as the property of Hunter Stokes on a plat by Webb Surveying & Mapping Co. dated July, 1962, and recorded in Plat Book AAA at page 137-A in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of East Tallulah Drive, and running thence S. 25-20 E. 200 feet to an iron pin; thence S. 64-40 W. 100 feet to an iron pin; thence N. 25-20 W. 200 feet to an iron pin in the South side of East Tallulah Drive; thence along the South side of East Tallulah Drive N. 64-40 E. 100 feet to the point of beginning.

This is the same property conveyed to E. Floyd DePree, Jr. and Lynn H. DuPree by Nannette W. Stokes by deed dated and recorded August 12, 1981.

which has the address of 34 E. Tallulah Drive, Greenville, SC (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.

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