

MORTGAGE

BOOK 1567 PAGE 14

60: EC S.C. 27 PM '82

THIS MORTGAGE is made by this 31th day of March 1982, between the Mortgagor, DAVID B. EMMEL and FRANCES W. EMMEL (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").

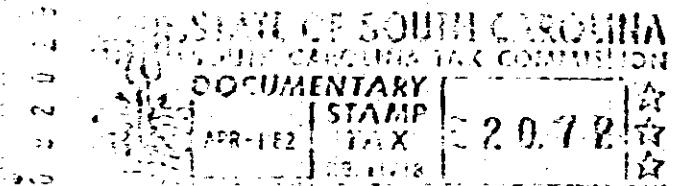
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 75 on a plat of Heritage Hills Subdivision, prepared by Piedmont Engineers & Architects, as revised, recorded in Plat Book YY at Page 187 in the R.M.C. Office for Greenville County, and having, according to a more recent survey prepared by Freeland and Associates, dated March 26, 1982, entitled "Property of David B. Emmel and Frances W. Emmel, having the following metes and bounds, to-wit:

BEGINNING at a point on Andover Road at the joint front corner of Lots 74 and 75 and running thence with Andover Road N. 27-16 W. 50 feet to a point; thence N. 43-31 W. 70 feet to the joint front corner of Lots 75 and 76; thence along the line of Lot 76, S. 48-40 W. 159.6 feet to the joint corner of Lots 72, 70, 76 and 75; thence along the line of Lot 73, S. 68-49 E. 116.7 feet to the joint corner of Lots 73, 74 and 75; thence along the line of Lot 74, N. 57-27 E. 97.2 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of The Equitable Life Assurance of the United States, a New York Corporation, dated March 31, 1982, and recorded simultaneously herewith.



which has the address of 122. Andover Road, Greenville, South Carolina 29615 (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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