



MORTGAGE

THIS MORTGAGE is made this 29th day of March 1982 between the Mortgagor, Ernest Clary Capell & Alice McGinnis Capell (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 Twenty-one thousand, seven hundred, ninety-four and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 29, 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 May 1, 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 lot of land in the State of South Carolina, County of Greenville, on the southwestern side of St. Augustine Drive, near the City of Greenville being shown as Lot 12 on a plat of Pelham Estates, recorded in plat Book PPP at pages 28 and 29, and described as follows:

Beginning at an iron pin on the southwestern side of St. Augustine Drive, corner of Lot 11, and running thence with the southern side of said Drive, N. 58-43 W. 112.9 feet and N. 45-47 W. 53 feet to iron pin at corner of Lot 13; thence with line of said lot S. 56-25 W. 77.9 feet to iron pin; thence S. 15-08 W. 190.6 feet to iron pin at corner of Lot 10; thence with line of said lot S. 74-52 E. 150.5 feet to iron pin, corner of Lot 11; thence with line of said lot N. 31-17 E. 200 feet to the beginning corner.

This lot is conveyed subject to restrictions recorded in Deed Book 804 at Page 111, and to all other easements or rights of way of record.

This is the same property conveyed by deed of Mac-Threa-Max Enterprises Inc., dated October 19, 1967, recorded in volume 834, at page 533 of the RMC office of Greenville County, South Carolina.

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which has the address of 105 St. Augustine Dr., 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 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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