

MORTGAGE

THIS MORTGAGE is made this 12th day of July 1982, between the Mortgagor, Thomas E. Ware and Sara E. Ware

(herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Nine thousand, six hundred, eighty-two and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 12, 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 July 15, 1987.

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 County of Greenville, State of South Carolina, fronting on Springside Avenue, being shown as Lot No. 62, on a plat of property of J. H. Mauldin, recorded in Plat Book "MM", at page 22, in the R.M.C. Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Springside Avenue at the joint front corner of Lot No. 61, and running thence with the southwest side of said Avenue N. 16-15 W. 68 feet to an iron pin at the joint front corner of Lots Nos. 62 and 63; thence with the line of Lot No. 63 S. 73-45 W. 122.1 feet to an iron pin at the joint rear corner of Lots Nos. 62 and 63; thence with the line of Lot No. 71 S. 16-15 E. 68 feet to an iron pin at the joint rear corner of Lots 61 and 62; thence with the line of Lot 61 N. 73-45 E. 122.1 feet to the point of beginning.

This is that same property conveyed by deed of Larry E. Phillips and Joyce H. Phillips to Thomas E. Ware and Sara E. Ware, dated 9/23/69, recorded 9/24/69, in Deed Volume 876, at Page 324, in the R.M.C. Office for Greenville County, SC.

which has the address of 13 Springside Ave. Greenville SC 29611 (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.

0599

4328 RV-2