

MORTGAGE

THIS MORTGAGE is made this 23rd day of August 1982, between the Mortgagor, Charles F. Ayers and Mary J. Ayers (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 Fifty-two thousand and no/100ths (\$52,000) Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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 September 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 piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 11 on Plat of Deerwood Subdivision, prepared by Campbell & Clarkson, Surveyors, Inc. on March 27, 1972, said plat being recorded in the RMC Office for Greenville County, in Plat Book 4-J at page 167, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Northwest corner of the intersection of Deerwood Circle & Bennetts Bridge Road; and running thence along Bennetts Bridge Road S 64-01 W, 270.5 feet to an iron pin at joint corner of Lots 1 and 11; thence N 15-30 W, 268.4 feet to an iron pin at joint rear corner of Lots 10 and 11 on the rear line of Lot 2; thence N 73-41 E, 300.7 feet to an iron pin at the joint front corner of Lots 10 and 11 on the west side of Deerwood Circle; thence along Deerwood Circle S 13-00 E, 194.1 feet to an iron pin; thence around the northwest corner of the intersection of Deerwood Circle with Bennetts Bridge Road S 26-31 W, 39.6 feet to an iron pin at the point of beginning.

DERIVATION : Deed of Citizens and Southern National Bank recorded October 7, 1975 in Deed Book 1025 at page 404.



which has the address of Lot 11, Deerwood Estates, Simpsonville, 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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