



MORTGAGE

THIS MORTGAGE is made this 18th day of August 1982, between the Mortgagor, Ernest F. Nash, Jr. (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 twenty-three thousand, eight hundred, sixty-five and 12/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 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, 1988

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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit 98 of Trentwood Horizontal Property Regime as is more fully described in Master Deed dated October 16, 1974 and recorded in the RMC Office for Greenville County in Deed Vol. 1008 at Pages 527-611 and survey and plot plan recorded in Plat Book 5-H at Page 48.

This being the same property conveyed to the Grantors herein by deed recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1008 at Page 791.

This conveyance is subject to all restrictions, zoning ordinances, easements and rights-of-way, of record, affecting the above described property.

The grantees herein Assume and agree to pay the balance due on that Note and Mortgage given by the Grantors to Fidelity Federal Savings and Loan Association in the original amount of \$35,550.00 recorded in the RMC Office on October 17, 1974 for Greenville County, State of South Carolina in Deed Book 1325 at Page 382, with a current balance due thereon of \$34,935.73.

This being the same property conveyed to the Grantors by Deed of Cunningham and Summers Association recorded in the RMC Office for Greenville County, State of South Carolina on October 18, 1974 in Deed Book 1008 at Page 791.

This being the same property conveyed to Ernest F. Nash, Jr. by deed from William J. Siemens and Catherine M. Siemens recorded in the RMC Office for Greenville County on February 28, 1977 in Deed Book 1051 on Page 765 and Dated April 5, 1976.

Documentary Stamps are figured on the amount financed: \$14,482.28

which has the address of 98 Trentwood Condominiums, Simpsonville S.C., 29681 (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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