

MORTGAGE

THIS MORTGAGE is made this 30th day of September 1982, between the Mortgagor, WILLIAM G. O'HARA, II. AND EILEEN H. O'HARA (herein "Borrower"), and the Mortgagee, AMERICAN SERVICE CORPORATION, a corporation organized and existing under the laws of the State of South Carolina, whose address is Post Office Box 1268, Greenville, South Carolina, 29602 (herein "Lender").

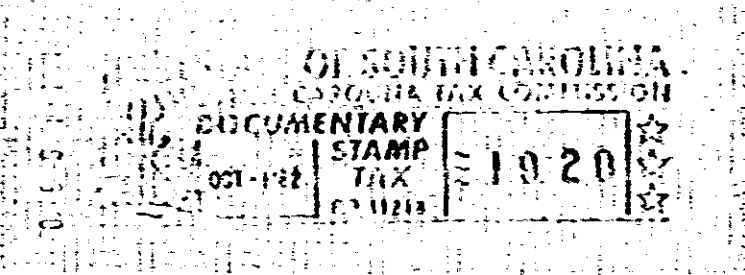
WHEREAS Borrower is indebted to Lender in the principal sum of FORTY EIGHT THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2007;

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 located, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 9 on Plat entitled "Section I, Powderhorn", dated July 26, 1973, most recently revised March 1, 1974, prepared by Free-land and Associates, dated Septemebr 28, 1982, entitled "Proerty of William G. O'Hara, II., and Eileen H. O'Hara, the following metes and bounds, to-wit:

BEGINNING at a point on the Eastern side of Rabon Court, at the joint front corner of Lots 9 and 10 and running thence along the joint line of said lots N. 42-00 E. 140.0 feet to a point; thence N. 55-16 W. 80.0 feet to a point at the joint rear corner of Lots 8 and 9; thence along the joint line of said lots S. 37-55 W. 134.60 feet to a point on the eastern side of Rabon Court; thence along Rabon Court S. 51-35 E. 70.0 feet to a point, the joint front corner of Lots 9 and 10, the point and place of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of American Service Corporation dated September 30, 1982, and recorded simultaneously herewith.



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which has the address of Lot 9, Rabon Court, Simpsonville (Street) (City) South Carolina 29681 (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.

