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DONNIE S. TANKERSLEY  
R. M. C. S. C.

# MORTGAGE

THIS MORTGAGE is made this 1st day of November 1982, between the Mortgagor, ADALBERT C. HERTER and FLORENCE M. HERTER (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").

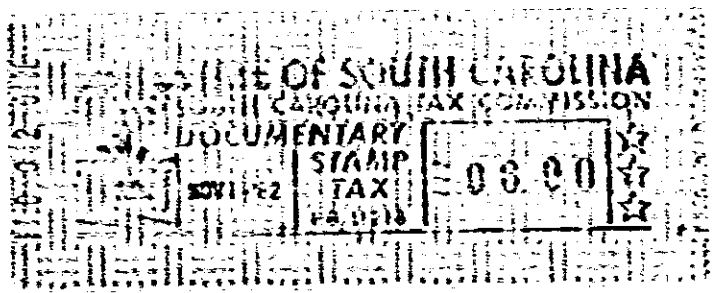
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 1, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2002;

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, South Carolina, State of South Carolina:

ALL that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 172 on plat of Powderhorn, Section Three, recorded in Plst Book 7 at Page 4 and having such courses and distances as will appear by reference to said plat.

This being the same property conveyed to Mortgagors herein by deed of Edward B. Parkerson, III dated September 27, 1982 and recorded in the R. M. C. Office for Greenville County, South Carolina on November 1, 1982 in Deed Book 1176 at Page 398.

This conveyance is made subject to any restrictions, rights-of-way, zoning ordinances, easements that may appear of record on the recorded plat or on the premises.



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which has the address of 213 Manassas Drive, Simpsonville, South Carolina 29681 (Street) (City) (State and Zip Code) (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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