

REC'D
CO. S. C.
JAN 1 3 01 PM '83
DONNE WARRERSLEY
R.M.C.

Mortgagee's address;
Post Office Box 1268
Greenville, SC 29602

MORTGAGE

BOOK 1591 PAGE 233

THIS MORTGAGE is made this 30th day of December 1982 between the Mortgagor, Robert B. Whorton, IV, American Service Corporation, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 1268, Greenville, SC 29602 (herein "Lender").

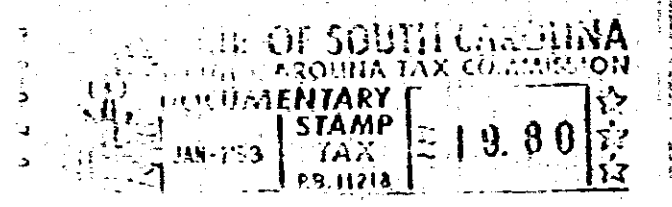
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-nine thousand five hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2013.

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 Number 402, Phase II, of SUMMER WOODS HORIZONTAL PROPERTY REGIME as is more fully described in MASTER DEED dated September 16, 1981 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1155 at Pages 564 through 634, inclusive, CORRECTION TO MASTER DEED recorded in Deed Book 1156 at Page 454, and survey and plot plan recorded in the RMC Office for Greenville County in Plat Book 8P at Page 34, and AMENDMENT TO MASTER DEED, recorded August 12, 1982, in Deed Book 1172 at Page 62, and AMENDMENT TO MASTER DEED FOR SUMMER WOODS HORIZONTAL PROPERTY REGIME ADDING PHASE II PROPERTY, recorded January 6, 1983 in Deed Book 1180 at Page 410.

This conveyance is made subject to any and all reservations, easements, rights of way, zoning ordinances, restrictions and/or protective covenants as set out in the MASTER DEED, Exhibits and Appendices attached thereto, CORRECTION TO MASTER DEED, recorded plats or as may appear on the premises, and AMENDMENT TO MASTER DEED, recorded August 12, 1982, in Deed Book 1172 at Page 62, and AMENDMENT TO MASTER DEED FOR SUMMER WOODS HORIZONTAL PROPERTY REGIME ADDING PHASE II PROPERTY, recorded January 6, 1983 in Deed Book 1180 at Page 410.

DERIVATION: Deed of American Service Corporation recorded January 7, 1983 in Deed Book 1180 at Page 507 in the Greenville County RMC Office.



which has the address of Unit 402 Summer Woods, Mauldin, SC (City) (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.

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