

GREENVILLE S.C.
FEB 7 10 10 AM '83
OGNHI: TANNERSLEY
R.H.C.

MORTGAGE

BOOK 1593 PAGE 972

THIS MORTGAGE is made this 4th day of February 1983, between the Mortgagor, J. Michael Evans and Carol I. Evans (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 Eighty Thousand and no/100 (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 4, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 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 lot of land, with any and all improvements thereon, lying, being in situate on the north side of Seabury Drive, in Greenville County, South Carolina, being shown and designated as Lot 96 on a plat of MERRIFIELD PARK, by C. O. Riddle, dated December 14, 1967, and recorded in Plat Book 000 at Page 177 in the R.M.C. Office for Greenville County, and having according to a resurvey entitled "Property of Joseph Michael Evans and Carol Inglett Evans, by R. B. Bruce, R.L.S.", dated January 4, 1983, and recorded in Plat Book 9-6 at Page 91 in the R.M.C. Office for Greenville County, the following metes and bounds, to wit:

BEGINNING at an iron pin on the north side of Seabury Drive, joint front corner of Lot 95 and running thence along the line of said Lot N5-00W 170.2 feet to an iron pin, joint rear corner of Lot 95; thence N84-56E 119.4 feet to an iron pin; thence S5-11E 170.3 feet to an iron pin on the north side of Seabury Drive; thence along a cul-de-sac on Seabury Drive, the chord of which is N64-56W 50 feet to an iron pin; thence continuing along said cul-de-sac, the chord of which S55-00W 50 feet to an iron pin; thence continuing along the north side of Seabury Drive S85-00W 33.4 feet to an iron pin at this joint front corner of Lot 95, the point of beginning.

This conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way, if any, which are a matter of record and/or actually existing on the ground affecting the above described property.

This is the identical property conveyed to J. Michael Evans and Carol I. Evans by H. Dirk Holleran by Deed recorded simultaneously herewith.

SOUTH CAROLINA
COMMISSION
DOCUMENTARY
STAMP
FEB 7 1983
32.00

which has the address of 305 Seabury Drive Greenville South Carolina 29615 (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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4328-RV-27