

MORTGAGE

BOOK 1597 PAGE 553

THIS MORTGAGE is made this 15th day of February 1983, between the Mortgagor, Kerry Wayne McGaha and Linda D. McGaha (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 Sixteen thousand, six hundred, forty-seven and 96/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 15, 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, 1990.

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 in the City and County of Greenville, State of South Carolina, situate, lying and being on the west side of Townes Itreet Extension and the north side of Hillcrest Drive and being known and designated as a portion of Lots 10, 11 and 12, Block H, on a plat of Highland Terrace, recorded in Plat Book E. at Page 101 in the R.M.C. Office for Greenville County and being further described on a plat of property of Kerry Wayne McGaha and Linda D. McGaha made by Campbell & Clarkson Surveyors and dated March 10, 1977, said plat to be recorded herewith and reference being had to said plat for a more complete metes and bounds description.

This is that same property conveyed by deed of Waymond E. Burgess and Becky S. Burgess to Kerry Wayne McGaha and Linda D. McGaha, dated and recorded 3/11/77, in Deed Volume 1052, at Page 527, in the R.M.C. Office for Greenville, County, SC.

which has the address of 301 Townes St., Ext. Greenville (Street) (City)
SC 29601 (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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4328-RV-21