

MORTGAGE

FILED GREENVILLE CO. S.C.

APR 18 10 51 AM '83

THIS MORTGAGE is made this 15th day of April 19.83., between the Mortgagors, DANIEL HENRY and CAROL ANN CATTARUZZA (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").

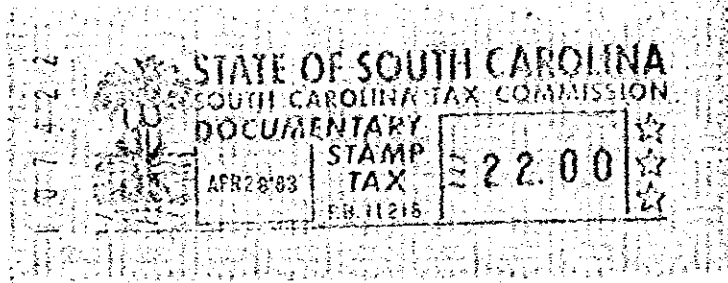
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand and No/100ths (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 15, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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 piece, parcel or lot of land, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and being shown as Lot 68 on plat of Holly Tree Plantation Phase II, Section II recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 27; and as shown on plat prepared for Daniel H. and Carol A. Cattaruzza by R. B. Bruce, RLS, dated April 13, 1983 and recorded in Plat Book 9-P at Page 61. Said lot having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at the joint front corners of Lots 69 and 68 on Briarwood Drive and running along Briarwood Drive S. 13-04 E. 105.0 feet to an old iron pin; thence turning and running S. 76-56 W. 149.65 feet to an old iron pin; thence turning and running N. 14-08 W. 105.0 feet to an old iron pin; thence turning and running N. 76-56 E. 149.79 feet to an old iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by deed of John Patrick Taylor and Constance W. Taylor of even date, to be recorded herewith.



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which has the address of 112 Briarwood Drive, Simpsonville (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.