

Documentary Stamps are figured on the amount financed: \$ 3,080.24

MORTGAGE

THIS MORTGAGE is made this 30th day of March 19 83, between the Mortgagor, Ervin W. Elliott (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Thousand, Five Hundred, Seventy Three and 84/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 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, 10 1985

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 all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, being known and designated as Lots Nos. 31 and 32 according to a Map of City View Subdivision, prepared by W. A. Adams, Surveyor, March 18, 1911, and recorded in the RMC Office for Greenville County in Plat Book A, at Page 460. Each of said lots has a frontage of 50 feet on the eastern side of Henderson street, and runs back 155 feet in parallel lines.

This is the same property conveyed to the late Boyce B. Norton on November 22, 1977, as will be seen in Deed Book 1069, at Page 458, in the RMC Office for Greenville County. The late Boyce B. Norton died intestate as will be seen in Apartment 1539, File 29, in the Probate Judge's Office for Greenville County and leaving as his sole heirs-at-law, Alice Faye Norton, Sherry N. Worthy and Brenda N. Crego. The said Alice Faye Norton conveyed all her right title and interest in said property to Sherry N. Worthy and Brenda N. Crego by deed dated December 12, 1978, and recorded December 14, 1978, in the RMC Office for Greenville County in Deed Book 1093, at Page 725.

This conveyance is subject to any and all existing reservations, easements, rights-of-way, zoning ordinances and restrictions or protective covenants that may appear of record or on the premises.

This is that same property conveyed by deed of Brenda N. Crego (her interest) to Ervin W. Elliott and Jean P. Elliott dated April 5, 1979 and recorded April 20, 1979 in Deed Volume 1100 at Page 989 in the RMC office for Greenville County, SC.

ALSO this is that same property conveyed by deed of Sherry N. Worthy (her interest) to Ervin W. Elliott and Jean P. Elliott dated April 4, 1979 and recorded April 20, 1979 in Deed Volume 1100 at page 992 in the RMC office for Greenville County, SC.

which has the address of 10 Henderson St., Greenville, S.C. 29611 (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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