

MORTGAGE

FILED
GREENVILLE, S.C.

MAY 12 11 09 AM '83

THIS MORTGAGE is made this 11th day of May 1983, between the Mortgagor, Cleon C. Moon, Jr. and Alice B. Moon (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 Thirty-six thousand eight hundred and no/100ths (\$36,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 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 June 1, 2013.

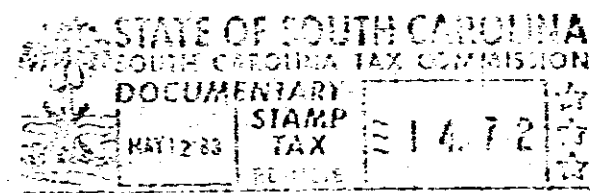
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, situate, lying and being in the State of South Carolina, County of Greenville, at the northeastern corner of the intersection of Tubbs Mountain Road and Coleman Park Drive (Circle) being known and designated as a 29,030 square foot lot as shown on plat in the RMC Office for Greenville County, SC in Plat Book 5T at Page 20, and according to said plat, having the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Tubbs Mountain Road at the joint corner of property now or formerly of Edna P. Partin and McAlister; thence N 56-30 E, 128 feet to an iron pin; thence S 31-31 E, 179.4 feet to an iron pin on the northern side of Coleman Park Drive; thence S 56-17 W, 163 feet to an iron pin; thence with the arch of the corner of Tubbs Mountain Road and Coleman Park Drive, N 65-52 W, 44.4 feet to an iron pin on the eastern side of Tubbs Mountain Road; thence with Tubbs Mountain Road, N 8-58 W, 156.5 feet to the point of beginning.

DERIVATION: Deed of Edna P. Partin recorded May 12, 1983 in Deed Book 1188 at page 111.

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which has the address of Rt. 5, Box 86, Coleman Park Circle, TR, SC (Street) (City) (State and Zip Code) (herein "Property Address");

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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".

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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.