

Documentary Stamps are figured on the amount financed: \$ 6,662.13

MORTGAGE

THIS MORTGAGE is made this... 25th... day of... April... 19. 83, between the Mortgagor, Charles E. & Joyce A. Phillips (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 Ten-Thousand, Forty-Nine, and... 04/100... Dollars, which indebtedness is evidenced by Borrower's note dated April 25, 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 10, 1989.

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, hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 15 on plat of Welcome Acres as recorded in the R.M.C. Office for Greenville County, in Plat Book DDD at page 44, and having the following metes and bounds, to-wit:

BEGINNING at the southern side of Branif Lane at the joint front corner of Lots 15 and 16 and running thence S. 30-18 E. 135.5 feet to an iron pin; thence following the curve of the junction of Branif Lane and Cole Road the chord of which is S. 15-16 W. 35.0 feet to an iron pin; thence along Cole Road S. 60-51 W. 65.0 feet to an iron pin at the joint front corner of Lots 15 and 14; thence N. 30-19 W. 164.3 feet to an iron pin; thence N. 63-32 E. 90.1 feet to the point of beginning.

This property is conveyed subject to all easements and restrictions of record on record on the ground and zoning ordinances affecting said property if any.

This is the same property conveyed by Deed of Donald E. Turner unto Charles E. and Joyce A. Phillips, dated 3-4-76 recorded 3-8-76, in the R.M.C. Office for Greenville County, volume 1032 page 688.

which has the address of 3 Branif Lane, 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 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.