



MORTGAGE

THIS MORTGAGE is made this 29th day of April 1983, between the Mortgagor, William S. Johnstone and Sherrill T. Johnstone (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 Eight Thousand Four Hundred .. Forty and 80/100 (\$38,440.80) Dollars, which indebtedness is evidenced by Borrower's note dated April 29, 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, 1993;

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, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the Northern side of Melbourne Lane and being known and designated as Lot No. 9 on plat of Wellington Green, recorded in the RMC Office for Greenville County in Plat Book YY at Page 29, and also consisting of Tract E, as shown on plat recorded in the Greenville County RMC Office in Plat Book 4-A at Page 61, and having according to both plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Melbourne Lane at the joint front corner of Lots 8 and 9, and running thence with the common line of said Lots, N. 28-40 E. 162.3 feet to an iron pin; thence N. 28-14 E. 142-4 feet to a branch, and running along said branch in a Southeasterly direction (the traverse line is S. 38-44 E. 117.7 feet to a point in said branch); thence S. 30-02 W. 99.3 feet to an iron pin, the joint rear corner of lots 9 and 10; thence with the common line of Lots 9 and 10, S. 30-23 W. 163.5 feet to an iron pin on the Northern side of Melbourne Lane; thence with the said Melbourne Lane, N. 59-37 W. 100 feet to an iron pin, the point of beginning.

This is that same property conveyed by deed of John E. Austin, Jr. and Carole C. Austin to William S. Johnstone, Jr. dated June 14, 1978 and recorded June 14, 1978 in Deed Volume 1081 at Page 195 in the RMC office for Greenville County, SC.

which has the address of 212 Melbourne Lane, Greenville, SC 29615 (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.