

FILED
Mortgagee's Address: 101 East Washington Street
Greenville, S.C. 29602

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MORTGAGE

DONNIE W. ASLEY
R.M.L.

THIS MORTGAGE is made this 13th day of June 1983, between the Mortgagor, Kellett Park, Inc. (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 One Hundred Three Thousand and No/100 (\$103,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 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 January 1, 1984

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, located and lying and being in the City and County of Greenville, State of South Carolina, being shown and designated as Lot No. 4 on plat entitled "Section I Kellett Park" prepared by C. O. Riddle, Surveyor, dated May 12, 1983, recorded in the Greenville RMC Office in Plat Book 9-F at Page 89, and having, according to said plat, the following metes and bounds, to-wit:

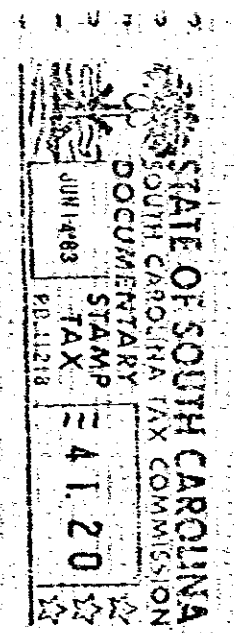
BEGINNING at a point on the southwestern edge of the right-of-way of Kellett Park Drive, at the joint front corner of Lots 4 and 5, and running thence, along the joint line of said Lots S. 46-50-20 W. 63.91 feet to a point; thence S. 69-50-20 W. 24 feet to a point; thence S. 46-50-20 W. 18 feet to a point; thence S. 20-09-40 E. 12 feet to a point; thence S. 69-50-20 W. 14 feet to a point; thence S. 20-09-40 E. 47.75 feet to a point; thence S. 65-09-40 W. 24 feet to a point; thence S. 20-09-40 E. 51.89 feet to a point on the northwestern edge of the right-of-way of Elmley Court; thence along the curve of said right-of-way, a chord of N. 58-43-14 E. 60.84 feet to a point; thence continuing along a curve, the chord of N. 88-45-11 E. 33.33 feet to a point; thence continuing with a curve, a chord of N. 24-16-55 E. 35.36 feet to a point on the western right-of-way of Kellett Park Drive; thence N. 20-43-05 W. 28.56 feet to a point, thence along a curve with a chord of S. 30-28-52 E. 107.62 feet to a point at the joint front corner of Lots 4 and 5, the point and place of beginning.

This is a portion of the property conveyed to Kellett Park, Inc. by deed of Gilreath/Small Development Company dated May 20, 1983 and recorded in the Greenville County RMC Office on May 20, 1983 in Deed Book 1188 at Page 621.

which has the address of 4 Elmley Court Greenville, S.C. 29607 (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.



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