

FILED
GREENVILLE, S.C.

MORTGAGE

JUL 11 1 51 PM '83

THIS MORTGAGE is made this eight day of July 1983, between the Mortgagor, Alvin Bruno Pauly and Mary Wilson Pauly (herein "Borrower"), and the Mortgagee, American Federal Bank, F.S.B., a corporation organized and existing under the laws of the State of South Carolina, whose address is 101 East Washington Street, Greenville, South Carolina 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Six Thousand and No/100 (\$76,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 8, 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 8, 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 piece, parcel or lot of land situate, lying and being on the southern side of Sturbridge Court, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot 140 and an adjoining portion of Lot 141 on plat of Sheet No. 1 of 3 Dove Tree and Sheet No. 2 of 3 Dove Tree, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 4X at Pages 21, 22, and 23, and according to a more recent survey by Carolina Surveying Co. dated July 6, 1983, for Alvin Bruno Pauly and Mary Wilson Pauly, has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Sturbridge Court at the joint front corner of Lots 139 and 140, and running thence with the southern side of said Court, which line is curved, the chords of which are S. 3-57 E. 35 feet; S. 44-46 E. 35 feet to an iron pin at the joint front corner of Lots 140 and 141; thence continuing with said Court, the chord of which is S. 83-19 E. 30.85 feet to an iron pin; running thence along a new line through Lot 141 S. 5-15 E. 198 feet to an iron pin; running thence N. 86-54 W. 205.5 feet to an iron pin at the joint rear corner of Lots 136 and 140; running thence N. 0-25 E. 132.1 feet to an iron pin at the joint corner of Lots 136 and 137; running thence N. 9-37 E. 54.2 feet to an iron pin at the corner of Lots 137 and 139; running thence with the line of Lot 139 N. 61-51 E. 136 feet to an iron pin, point of beginning.

THIS is the identical property conveyed to the Mortgagors herein as Alvin B. Pauly and Mary W. Pauly (same as Alvin Bruno Pauly and Mary Wilson Pauly) by deed of Williams Street Development, Inc., conveying Lot 140, dated July 10, 1980 and recorded in the R.M.C. Office for Greenville County in Deed Book 1129 at Page 384, and by deed of Jesse Lyles Alley, Jr. to Alvin B. Pauly, conveying portion Lot 141, dated September 18, 1980 and recorded in Deed Book 1134 at Page 21, and by deed of Alvin Bruno Pauly to Mary Wilson Pauly, conveying his interest in portion Lot 141, to be recorded simultaneously herewith.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, ON JULY 11, 1983 AT 1:51 PM.

which has the address of Sturbridge Court Greenville
(Street) (City)
S. C. 29607 (herein "Property Address");
(State and Zip Code)

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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