

MORTGAGE

JUL 18 11 24 AM '83

DONNIE S. TANKERSLEY

THIS MORTGAGE was made this 13th day of July 1983, between the Mortgagor, JUDITH D. ELLETT (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F. S. B. No. 305, 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").

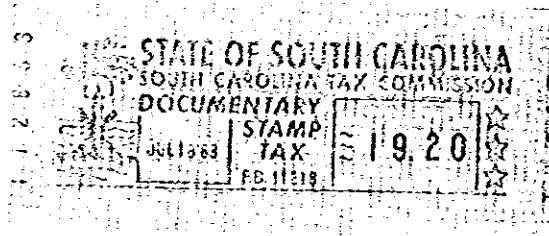
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY EIGHT THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1998.

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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 28 on a plat of FARMINGTON ACRES, Section 2, recorded in the RMC Office for Greenville County in Plat Book BBB at Page 169, and having, according to a more recent survey prepared by Freeland and Associates, dated July 12, 1983, entitled "Property of Robert O. Ellett and Judith D. Ellett", the following metes and bounds to-wit:

BEGINNING at an iron pin at the joint front corner of Lot 28 and Delray Circle, and running with the curve S. 82-19 E. 35.3 feet to an iron pin; thence continuing with Delray Circle, S. 37-15 E. 130.0 feet to an iron pin; thence running with the line of Lot 27, S. 52-45 W. 100.0 feet to an iron pin; thence running with the line of Lot 29, N. 37-15 W. 155.0 feet to an iron pin; thence running with Latham Drive, N. 52-45 E. 75.0 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to Robert O. Ellett and Judith D. Ellett by deed of Fountain Inn Federal Savings and Loan Association, dated May 7, 1968 and recorded May 8, 1968 in the RMC Office for Greenville County in Deed Book 843 at Page 567. Thereafter, Robert O. Ellett conveyed his one-half interest to Judith D. Ellett, by deed dated and recorded April 9, 1983 in the RMC Office for Greenville County in Deed Book 1165 at Page 145.



which has the address of 18 Latham Drive, Greenville, South Carolina 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.