

MORTGAGE

Documentary Stamps are figured on the amount financed: \$ _____

BOOK 1620 PAGE 72

THIS MORTGAGE is made this 1st day of July 1983 between the Mortgagor, David A. and Brenda J. Schultz (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 Eight thousand, three hundred sixty eight dollars and 80/100*** Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 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 July 5, 1988.

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 lot of land in the State of South Carolina, County of Greenville, in Chick Springs Township, located about one and one-half miles south of the City of Greer, in the Pleasant Grove Community, being designated as Lot Number 40 as is partially shown on a plat entitled, "Section #1, "Teton Forrest", prepared by John A. Simmons, Surveyor, recorded in Plat Book LLL at Page 129 and having the following metes and bounds to-wit:

BEGINNING at an iron pin on the northwesterly side of Grand Teton Drive, joint front corner with Lot Number 36, and running thence N. 67-06 W, 155 feet to an iron pin; thence S. 22-54 W. 200 feet to an iron pin on the northerly side of Circle Drive; thence with the edge of Circle Drive as follows: S. 67-06 E. 39.1 feet, N. 87-06 E. 36 feet, N. 61-18 E, 38 feet, and N. 81-21 E, 80 feet to an iron pin at the corner of the intersection of Circle Drive and Grand Teton Drive; thence with the curve of said intersection, N. 42-56 E. 31.3 feet to an iron pin on the northwesterly side of Grand Teton Drive; thence N. 4-31 E. 32.4 feet to an iron pin on the edge of Grand Teton Drive; thence continuing with Grand Teton Drive, N.13-14 E. 52.7 feet to the point of beginning.

This is the identical property conveyed to the Grantors by deed of John H. Greer, recorded on February 6, 1968 in Deed Book 837 at Page 265. The following matters are hereby excepted from the general warranty of this deed: 1. Protective Covenants recorded in Deed Book 789 at page 213 2. Drainage and utility easements and building set-back lines as shown on the aforementioned plat; and 3. Such matters as would be determined by a current, accurate, resurvey of the premises.

THIS is the identical property conveyed to the Grantor by deed of Jimmy R. LaBoon and Roberta H. Laboon dated May 12, 1982 to be recorded of even date herewith This is that same property conveyed by deed of Jimmy R. and Robert H. LaBoon to David A. Schultz, dated 5-12-1982, recorded 5-12-82, in volume 1166 at page 759 of the RMC Office for Greenville County, S.C.

This is that same property conveyed by deed of David A. Schultz, & interest, to Brenda J. Schultz, dated 5-12-82, recorded 5-12-82, in volume 1166 at page 760 of the RMC Office for Greenville County, S.C.

which has the address of Rt. 8 130 Circle Drive Greer S.C. 29651 (Street) (City) (State and Zip Code) (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 issued by Lender's interest in the Property.

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