

FILED MORTGAGE

291-1621-955

AUG 19 3 15 PM '83

THIS MORTGAGE is made this 19th day of August 1983, between the Mortgagor, KELLETT PARK, INC. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB 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 TWENTY-SEVEN THOUSAND FIVE HUNDRED & NO/100 (\$127,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 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 six months from date.

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, together with all improvements thereon, located, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 8 on plat of Kellett Park, Section 1, prepared by C. O. Riddle, RLS, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 9-F, at Page 89, and having, according to a more recent survey thereof entitled, "Foundation Survey for Kellett Park, Inc., prepared by C. O. Riddle, RLS, dated August 2, 1983, recorded in the Greenville County R.M.C. Office in Plat Book _____, at Page _____, the following metes and bounds, to-wit:

BEGINNING at a point on the western edge of the right-of-way of Blenheim Court, at the joint front corner of Lots 7 and 8, and running thence, with the western edge of the right-of-way of Blenheim Court along a curve to the left, an arc of N. 35-37-18 E. 44.51-feet to a point at the joint front corner of Lots 8 and 9; thence, along the joint line of said lots N. 42-35-59 W. 79.68-feet to a point; thence N. 21-05-59 W. 16.5-feet to a point, at the joint rear corner of Lots 8 and 9 and in the line of Lot 11; thence S. 68-54-01 W. 104.50-feet to a point in the line of Colonial Estate; thence S. 19-35-59 E. 112.5-feet to a point at the joint rear corner of Lots 7 and 8; thence N. 70-24-01 E. 99.47-feet to a point on the western edge of the right-of-way of Blenheim Court, the point and place of beginning.

This being the same property conveyed to the mortgagor by deed of Gilreath/Small Development Company dated May 20, 1983, and recorded in the Greenville County R.M.C. Office on May 20, 1983 in Deed Book 1183, at Page 621.

which has the address of Lot 8, Blenheim 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, for 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 the usual exceptions and restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued by a title insurance company on the Property.

SOUTH CAROLINA FIRST TRUST MORTGAGE INSTRUMENT

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