

GREENVILLE
AUG 19 3 36 PM '83
DONNIE SLEY

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MORTGAGE

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. 9 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 Southwestern edge of the right-of-way of Kellett Park Drive, at the joint front corner of Lots 9 and 10, and running thence, along the joint line of said lots, S. 68-54-01 W. 124.7-feet to a point at the joint rear corner of Lots 8 and 9; thence, along the joint line of said lots, S. 21-05-15 E. 16.5-feet to a point; thence S. 42-35-59 E. 79.63-feet to a point on the Northern edge of the right-of-way of Blenheim Court; thence with said right-of-way, along a curve to the right, an arc of S. 85-03-42 E. 34.45-feet to a point; thence, along a curve, an arc of N. 82-38-16 E., 49.04-feet to a point; thence N. 41-32-08 E. 14.76-feet to a point; thence N. 38-10 E. 17.18-feet to a point at or near the intersection of the rights-of-way of Blenheim Court and Kellett Park Drive; thence, with the right-of-way of Kellett Park Drive, along a curve to the left, a radius of N. 4-07-45 W. 33.65-feet to a point; thence, continuing with the right-of-way of Kellett Park Drive along a curve to the right, an arc of N. 37-43-22 W., 72.70-feet to a point at the joint front corner of Lots 9 and 10, 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 1188, at Page 621.

Lot 9, Blenheim Court Greenville
which has the address of _____ (City)
_____ (Street)
S.C. 29607 (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 run on a part of the property covered by this Mortgage, and all of the foregoing, together with said property (or the less hold 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 herein conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend against all other claims and demands, subject to any liens, taxes, assessments and other encumbrances, and shall hold harmless Lender from any and all claims, damages, losses, expenses and costs of litigation, and shall defend Lender from any and all claims, damages, losses, expenses and costs of litigation, and shall defend Lender from any and all claims, damages, losses, expenses and costs of litigation, and shall defend Lender from any and all claims, damages, losses, expenses and costs of litigation.

SOUTH CAROLINA FIRST TRUST MORTGAGE AGREEMENT

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