

GREENVILLE FILED

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MORTGAGE

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THIS MORTGAGE is made this 23rd day of August 1983 between the Mortgagor, Robert L. Mahan and Gail L. Mahan (herein "Borrower"), and the Mortgagee, Alliance Mortgage Company, a corporation organized and existing under the laws of the State of Florida whose address is P. O. Box 4130, Jacksonville, Florida 32231 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Seventy-Two Thousand and No/100 (\$72,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 23, 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 September 1, 2013

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 those pieces, parcels or lots of land, together with all improvements thereon, situate, lying and being on the northern side of West Hillcrest Drive, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 9 and 10, Section G, as shown on plat of Highland Terrace, recorded in the RMC Office for Greenville County, S. C. in Plat Book E, at Page 101, which plat has been updated and re-recorded in the RMC Office for Greenville County, S. C. in Plat Book D, at Page 238, and further recorded in Plat Book K, at Pages 120, 121 and 122, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the northern side of West Hillcrest Drive, at the joint front corner of Lots Nos. 10 and 11, and running thence with the northern side of West Hillcrest Drive, S. 80-08 E. 100 feet to an iron pin at the corner of Lots Nos. 8 and 9; thence running with the line of Lot No. 3, N. 9-52 E. 190 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 9 on the southern side of an alley; thence running with the southern side of said alley, N. 80-08 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 11; thence running with the line of Lot No. 11, S. 9-52 W. 190 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Helen V. Schumpert, dated February 14, 1933, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1182, at Page 606, on February 15, 1933.

which has the address of 38 W. Hillcrest Drive Greenville S. C. 29609 (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 Property, 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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