

STATE OF SOUTH CAROLINA
RECORDING DIVISION

FILED MORTGAGE
GREENVILLE

BOOK 1631 PAGE 513

OCT 13 4 22 PM '83

THIS MORTGAGE is made this 19th day of October 1983, between the Mortgagor, CAPERS PLACE PARTNERSHIP, R.M.C. (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 ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$175,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 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 December 18, 1983;

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 certain pieces, parcels or lots of land, located, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lots 59, 60 and 61 on plat of Crescent Terrace, recorded in the Greenville County R.M.C. Office in Plat Book E, at Page 137, and having, according to a more recent survey thereof entitled, "Property of Mollie Syracuse", prepared by Dalton & Neves Co., Engineers, dated January, 1980, the following metes and bounds, to-wit:

BEGINNING at a point on the Northern edge of the right-of-way of Augusta Street, at the joint front corner of Lots 58 and 59, and running thence, along the joint line of said lots, N. 43-39 E. 200 feet to an iron pin in the line of Lot No. 52; thence N. 16-08 W. 87.3 feet to an iron pin in the line of Lot No. 51; thence N. 2-08 W. 45.2 feet to an iron pin in the line of Lot No. 50; thence N. 84-00 W. 193.3 feet to an iron pin on the Eastern edge of the right-of-way of Capers Street; thence with the Eastern edge of the right-of-way of Capers Street S. 5-41 E. 241.5 feet to an iron pin at the intersection of the rights-of-way of Capers Street and Augusta Street; thence, with the Northern edge of the right-of-way of Augusta Street, S. 46-21 E. 78 feet to an iron pin, the point and palce of the beginning.

This is the same property conveyed to the Mortgagor by deed from Sophie S. Francis, Della Syracuse Simon and Marguerite Syracuse Jones as recorded in the R.M.C. Office for Greenville County in Deed Book _____, at Page _____ on October 19, 1983.

STAMP
TAX = 70.00

which has the address of Augusta Road, Greenville, S.C. 29605 (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.

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