

MORTGAGE

THIS MORTGAGE is made this 14 day of September 19 83, between the Mortgagor, Thomas A. and Carol I. Korbutt (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 Thirteen Thousand, One Hundred and ninety-seven Dollars and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 14, 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 Sept. 20, 1987.

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 with the buildings and improvements thereon, lying and being on the northeasterly side of Sugar Lake Court, near the City of Greenville, being designated as Lot No. 244 on plat entitled "Map No. 4, Section One, Sugar Creek", as recorded in Plat Book 5D, page 72, in the RMC Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Sugar Lake Court and running thence N. 53-00 E. 110.25 feet to an iron pin; thence running N. 37-00 W. 145 feet to an iron pin; thence running N. 89-01-24 W. 45.14 feet to an iron pin, the joint rear corner of Lots 245 and 246; thence with the common line of said lots S. 02-00-49 E. 166.99 feet to an iron pin on Sugar Lake Court; thence with the northeasterly side of Sugar Lake Court on a curve the chord of which is S. 67-22-35 E. 41.69 feet to an iron pin, the point of beginning and being the same property conveyed to Cary K. Smith and Marilyn W. Smith by Cothran & Darby Builders, Inc., by a deed dated January 30, 1976, and recorded on February 2, 1976, in the RMC Office for Greenville County, South Carolina, in Deed Book 1030 at Page 969.

This property is subject to existing easements, restrictions and rights-of-way upon or affecting said property.

This property is conveyed subject to the mortgage indebtedness due to Fidelity Federal Savings and Loan Association, Greenville, South Carolina, evidenced by mortgage recorded in Mortgage Book 1359 at Page 352, in the R.M.C. Office for Greenville County, and having a present balance of \$57,059.05

This is the same property conveyed by deed of Cary K. Smith and Marilyn W. Smith to Thomas A. and Carol I. Korbutt, dated February 24, 1978 and recorded May 30, 1978 in the RMC Office for Greenville County in Volume 1080, at Page 28.

which has the address of 103 Sugarlake Court, Greer, S.C. 29651 (Street) (City)
(herein "Property Address");
(State and Zip Code)

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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