



MORTGAGE

THIS MORTGAGE is made this 28th day of June 1982 between the Mortgagor, Thomas H. and Sybil E. Whitcomb (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 nine hundred and two and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 28, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 15, 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 southeasterly side of Melbourn Lane, near the City of Greenville, S.C., being known and designated as Lot No. 67 on plat of Wellington Green, as recorded in the RMC Office for Greenville County, S.C., in Plat Book YY, at page 29 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeasterly side of Melbourn Lane, said pin being the joint front corner of Lots 66 and 67; thence with the common line of said Lots S 60-13 E 128.1 feet to an iron pin, the joint rear corner of Lots 67 and 68; thence with the common line of said Lots N 30-23 E 185.4 feet to an iron pin on the southwesterly side of Melbourn Lane; thence with the southwesterly side of Melbourn Lane N 59-37 W 100 feet to an iron pin; thence along the curve of Melbourn Lane, the chord of which is S 72-01 W 66 feet to an iron pin on the southeasterly side of Melbourn Lane; thence with the southeasterly side of Melbourn Lane S 23-39 W 138 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-way, if any, affecting the above described property.

For deed into Grantors, see Deed Book 865, page 103.

This is the same property conveyed by deed of John C. Cothran and Ellis L. Darby, Jr., by deed dated May 29, 1969 and recorded May 30, 1969 in the RMC Office for Greenville County in Volume 869 at Page 100.

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which has the address of 213 Melbourn Lane, Greenville, S.C. 29615 (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 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 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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