

MORTGAGE

THIS MORTGAGE is made this 28th day of September 1983, between the Mortgagor, Robert Lee Stone and Belva Ann S. Stone (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 Ten thousand one hundred forty-four and 51/100 (10,144.51) Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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 January 1, 1984.

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 lot of land in the State of South Carolina, County of Greenville, near the Town of Pelzer, containing 5.70 acres according to a plat entitled "Etta C. Berry Estate" prepared by G. A. Wolf, Surveyor, dated February 13, 1964 and being described as follows in accordance with said plat:

BEGINNING at an iron pin in the approximate center of Georgia Road and running thence N. 38-59 W. 687.9 feet to an old iron pin; thence S. 34-36 W. 576 feet to an iron pin on the northerly edge of a dirt road; thence S. 72-09 E. 330 feet to a stake; thence S. 49-09 E. 198 feet to a point in the approximate center of Georgia Road new the intersection thereof with the aforesaid dirt road; thence N. 62-53 E. 208.2 feet to the point of beginning.

This property is conveyed subject to any easements of rights of way affecting same.

This is the same property conveyed by deed of John Frank King to Robert Lee Stone and Belva Ann S. Stone, dated 5-21-71, recorded 5-25-71 in volume 916 at Page 197 of RMC Office for Greenville County, S.C.

which has the address of Rt. #3 Pox 17 A Pelzer S.C. 29669 (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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