

FILED GREENVILLE S.C. MORTGAGE

THIS MORTGAGE is made this 8th day of July 1983, between the Mortgagor, WILLIAM M. SMITH & JANICE P. SMITH (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F.S.B. 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 TWENTY-THREE THOUSAND FOUR HUNDRED & NO/100 (\$23,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 8th 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 August 1, 1988

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 piece, parcel or lot of land with all improvements thereon situate, lying and being in Austin Township, County of Greenville, State of South Carolina, on the northwestern side of Clingmore Court, being shown and designated as Lot No. 73 on plat of Holly Tree Plantation, Section III, made by Piedmont Engineers, Architects & Planners, dated November 10, 1978, recorded in the RMC Office for Greenville County in Plat Book 6-H, page 81, reference to which is hereby craved for the metes and bounds thereof.

This being the same property conveyed to the Mortgagors herein by deed of Sheald W. Armentrout and Margaret C. Armentrout on June 8, 1982, recorded in the RMC Office for Greenville County on June 28, 1982, in Deed Book 1169. page 315.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA JUL 13 1983

which has the address of Lot 73, Section III, Holly Tree, Simpsonville S. C. 29681 (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.