

FILED  
 AUG 30 1983  
 Connie S. Tankersley  
 1983

GREENVILLE

**MORTGAGE**

BOOK 1515 PAGE 258  
 BOOK 1623 PAGE 327

THIS MORTGAGE is made this 8th day of July, 1983, between the Mortgagor, Betty R. Moon (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 Forty-five thousand and No/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 8, 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, 1998;

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 County of Greenville, State of South Carolina, known and designated as Lot No. 4 of Eberhardt Court as shown by plat recorded in the RMC Office for Greenville County in Plat Book MMM, page 83, and having, according to said plat, the following metes and bounds:

BEGINNING at a pin on the southern side of the Eberhardt Court turn-around, joint corner of Lots 4 and 5, and running thence with the line of Lot 5, S. 10-14 W. 100.5 feet to a pin; thence N. 74-04 W. 100 feet to a pin on the eastern side of the turn-around of Eberhardt Court; thence with said turn-around, the traverse of which is S. 60-56 W. 70.7 feet to the beginning corner.

The call of N. 74-04 W. 100 feet has been modified by hand written notation to 91 feet on the recorded plat. The warranty of this deed therefore covers only such length of said line as an accurate survey might reveal based upon the information on said plat.

This conveyance is subject to drainage and utility easements and setback lines as shown on said plat.

This is the same property conveyed by deed of James A. Sweatt and Glenda M. Sweatt to Betty R. Moon, dated September 4, 1973 and recorded September 5, 1973 in Deed Book 983, at page 252, in the RMC Office for Greenville County, South Carolina.

This mortgage is junior and subordinate to the mortgage from Betty R. Moon to American Federal Savings and Loan Association in the original amount of \$15,334.20, dated March 17, 1982 and recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1566, at page 737.

which has the address of 4 Eberhardt Court Greenville, S.C. 29611 (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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