

Documentary Stamps are figured on the amount financed: \$ 27,087.59

# MORTGAGE

THIS MORTGAGE is made this twenty-seventh day of February 19.84, between the Mortgagor, David McAtee and Robin McAtee (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, 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 THIRTY FIVE THOUSAND SEVEN HUNDRED NINETY TWO & 16/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 27, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 20, 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 the certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina and being shown and designated as Part of Lot No. 40 on a plat of Property of David McAtee and Robin McAtee recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 9-U at Page 65, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the northern side of Davis Street at the joint front corner of Part Lots Nos. 39 and 40 running thence with said Davis Street S. 79-00 W. 88.5 feet to a point; thence running N. 1-30E. 150.1 feet to a point; thence running N. 79-00 E. 64.0 feet to a point; thence running S. 11-00 E. 146.50 feet to the point of beginning.

THIS conveyance is made subject to all restrictions, easements, rights-of-way of record or otherwise, affecting the above described property.

Derivation: Deed Book 1191, Page 87 - Roy Burry

This is that same property conveyed by deed of Timothy L. Coones and Susan Coones to David McAtee and Robin McAtee, dated June 24, 1983, recorded June 24, 1983, in Volume 1191, at page 88, in the R.M.C. Office for Greenville County.

which has the address of Route 3 Davis Street Taylors South Carolina 29687 (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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