

1657-573 1035-518  
**MORTGAGE**

THIS MORTGAGE is made this 2 day of April, 1984, between the Mortgagor, Mary L. Toomey and Richard K. Toomey (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").

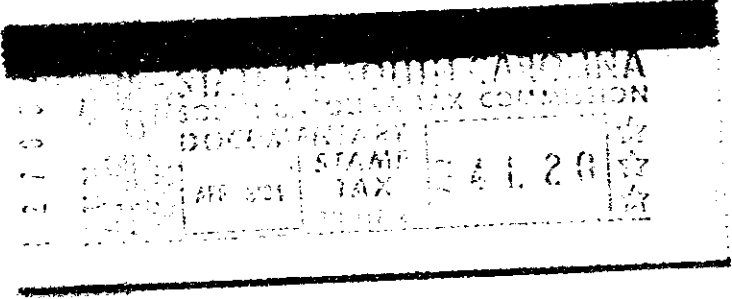
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Three Thousand (\$103,000) Dollars, which indebtedness is evidenced by Borrower's note dated April 2, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2014.

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 in the City of Greenville, located on Hampton Avenue and having the following metes and bounds:

BEGINNING at an old iron pin on the southwesterly side of Hampton Avenue, joint front corner of said property and property now or formerly owned by DeJong and running thence along said DeJong line S. 39-45 W. 150 feet to an old iron pin; thence turning and running along the rear line of said property, N. 50-12 W. 120 feet to a mark in concrete; thence turning and running N. 40-00 E. 150 feet to an old iron pin on the southwesterly side of Hampton Avenue; thence turning and running with the right of way of Hampton Avenue 119.3 feet to the point of beginning.

This is the same property conveyed to Mortgagors by deed of Mortgagees dated April 2, recorded in Book 1209, Page 141, on April 3, 1984.



which has the address of 317 Hampton Avenue, Greenville, South Carolina (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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