



Declaratory Statement Filed on the Clerk's Office No. 10,058-04

MORTGAGE

THIS MORTGAGE is made this 14 day of June 19 84, between the Mortgagor, Lewis L. Westmoreland

(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 Fourteen Thousand, One Hundred and twenty-five Dollars and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 14, 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 June 20, 1989.

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 situate lying and being in Greenville County South Carolina, and being shown as Lot No. 21, Section Two, on a plat of Richmond Hills, recorded in the R.M.C. Office for Greenville County in Plat Book JJJ at Page 81, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeasterly side of Portsmouth Drive at the joint front corner of Lots 20 and 21 and running thence with the common line of said lots, N. 54-37 E., 150 feet to an iron pin; thence N. 35-23 W. 100 feet to an iron pin; thence N. 35-23 W. 100 feet to an iron pin; thence S. 54-37 W., 150 feet to an iron pin on the northeast side of Portsmouth Drive; thence with said Drive, S. 35-23 E. 100 feet to the point of beginning.

This conveyance is made subject to an restrictions or easements that may appear of record, on the recorded plat(s) or on the premises.

This is the same property conveyed by deed of Elbert Charles Elliott to Lewis L. Westmoreland, dated 2-23-68 and recorded 2-27-68 in the RMC Office for Greenville County in Volume 838, at Page 466.

which has the address of 408 Portsmouth Dr., Greenville, S.C. 29611

(herein "Property Address"); (State and Zip Code)

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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