

MORTGAGE

VOL 1372 PAGE 912

Documentary Stamps are figured on the amount financed: \$ 7,056.84

THIS MORTGAGE is made this 18th day of June 1984, between the Mortgagor, Don C. Neves and Ruth C. Neves (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 Ten Thousand Thirty Five dollars and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 18, 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 July 1, 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 peice, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, being known and designated as Lot 36 of a subdivision known as Fontana Forest, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book YY at page 171, said lot being on the south-eastern corner of the intersection of Fontana Drive and Tamarack Trail and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Fontana Drive, joint front corner of Lots 35 & 36, and running thence with the eastern side of said drive, N. 20-50 W. 20 feet to an iron pin; thence N. 17-35 W. 75.5 feet to an iron pin; thence with the curvature of the intersection of Fontana Drive and Tamarack Trail, the chord of which is N. 27-19 E. 35.3 feet to an iron pin on Tamarack Trail; thence with the southern side of Tamarack Trail, N. 72-23 E. 115 feet to an iron pin on the corner of Lot 22; thence with the line of said lot, S. 31-22 E. 79.3 feet to an iron pin at the rear corner of Lot 35; thence with the line of Lot 35, S. 56-51 W. 163.3 feet to an iron pin on Fontana Drive, the point of beginning.

This is that same property conveyed by deed of James E. Pearce to Don C. Neves and Ruth C. Neves dated April 28, 1978 and recorded April 28, 1978 in deed Volume 1078 at Page 116 in the RMC Office for Greenville County, South Carolina.

which has the address of 4 Fontana Drive Greenville SC 29609 (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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