

*10/1/84
Smith, Paul
Mortgage
S.C.*

MORTGAGE

THIS MORTGAGE is made this 13th day of September 1984, between the Mortgagor, Patricia Johnson (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 (\$14,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated of even date (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on as stated in note of even date;

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 _____ State of South Carolina:

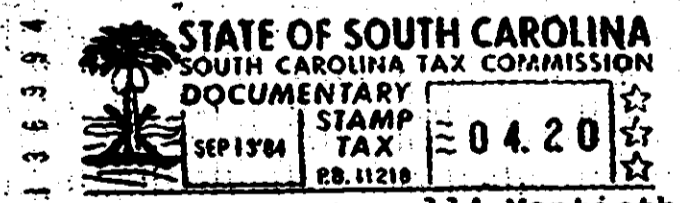
ALL that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 on plat of Resubdivision of property of O.Y. Brownlee, H. C. Smith and C. S. Cox, which plat is recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 2 at Page 164, reference to said plat being craved for a metes and bounds description thereof.

THIS conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above described property.

THIS is the same property conveyed to Patricia Johnson by James W. Skelton by Deed dated June 19, 1980, recorded July 3, 1980 in the Office of the R.M.C. for Greenville County in Deed Volume 1128 at Page 624, wherein the Grantee, Patricia Johnson assumed and agreed to pay the balance of a certain mortgage to Panstone Mortgage Co., recorded in the R.M.C. Office for Greenville County in Mortgage Book 1442 at Page 464, dated August 26, 1978 and recorded August 31, 1984 in the original amount of \$17,950.00.

This instrument and note to American Bank, FSB, is a Second Mortgage.

This instrument and note is executed pursuant to a Power of Attorney from Patricia Johnson to Charles B. Fields dated April 25, 1984 and recorded on August 31, 1984 in Deed Volume 1220 at Page 744, Office of the R.M.C. for Greenville County.



which has the address of 114 Montieith Circle, Greenville S. C. 29605 (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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