



MORTGAGE

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THIS MORTGAGE is made this 27th day of August 1984 between the Mortgagor, W.A. Bindewald, Jr. (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 Seven Thousand Sixty Six dollars & 13/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 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 September 15, 1994

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 in the State of South Carolina, on the eastern side of Saganore Lane, in the City of Greenville, being shown as Lot 40. 441, on a plat of Section D of Gower Estates, recorded in Plat Book RR at Page 193, and described as follows:

BEGINNING at an iron pin on the eastern side of Saganore Lane, at the corner of Lot 442, and running thence with the eastern side of said lane, N. 2-35 E. 100 feet to an iron pin at the corner of Lot 440; thence with line of said lot S. 87-25 E. 175 feet to an iron pin; thence S. 2-35 W. 100 feet to an iron pin at the corner of Lot 442; thence with the line of said lot N. 87-25 W. 175 feet to the beginning corner.

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

This is that same property conveyed by deed of Beverly F. Bindewald now Beverly B. Ryan to W.A. Bindewald, Jr., dated 6-1-83, recorded 6-13-84, in Volume 1214, at Page 817, in the R.M.C. Office for Greenville County. She deeded her one-half interest.

This is also that same property conveyed by deed of M. G. Proffitt, Inc. to W. A. Bindewald, Jr. and Beverly F. Bindewald dated May 4, 1965 and recorded May 6, 1965 in Deed Book 772 at Page 513 in the RMC Office for Greenville County, Sc.

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which has the address of 25 Saganore Lane Greenville, S.C. 29607 (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.