

FILED
GREENVILLE CO. S.C.

Dec 12 4 45 PM '84

MORTGAGE

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THIS MORTGAGE is made this 10th day of December 1984 between the Mortgagor, DONNA BANKERSLEY Britehard, Incorporated (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 Thirty-four Thousand and 00/100 (\$34,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 10, 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 January 1, 1993

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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina and being shown as three tracts according to a plat entitled "Robert C. Hendrix Estate" by Webb Surveying & Mapping Co., dated December 1977, and said plat being recorded in the RMC Office for Greenville County in Plat Book 6M at Page 12; and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the southern side of Conestee Road and running thence S. 4-44 E. 574.28 feet to an iron pin on the Old Fork Shoals Road; thence with the northern edge of the Old Fork Shoals Road, S. 20-48 E. 207.42 feet to an iron pin; thence with the intersection of the Old Fork Shoals Road and Fork Shoals Road, N. 77-48 E. 12.40 feet to an iron pin; thence with the Western edge of Fork Shoals Road, N. 3-54 E. 384.62 feet to an iron pin; thence N. 10-26 E. 353.22 feet to an iron pin; thence with the intersection of Fork Shoals Road and Conestee Road, N. 41-24 W. 62.43 feet to an iron pin; thence with Conestee Road, S. 85-39 W. 182.65 feet to an iron pin, the point of beginning, and containing 2.325 acres, more or less.

ALSO: BEGINNING at an iron pin on the southern side of Old Fork Shoals Road at the corner of property now or formerly of Watts and running thence with line of Watts, S. 4-04 E. 708.79 feet to an iron pin; thence with line of property, now or formerly, of Willimon, S. 66-26 E. 165.65 feet to an iron pin on the western edge of Fork Shoals Road; thence with the western edge

(description continued on attached Schedule A)

which has the address of 16 Acres ±, Fork Shoals Road, 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 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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