

FILED
GREENVILLE CO. S.C.
DEC 17 10 45 AM '84
DORRIS S. JARRARD
R.H.C.

MORTGAGE

THIS MORTGAGE made this 14th day of December 1984, between the Mortgagor, WILLIAM H. MELLMAN and JOYCE M. MELLMAN (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").

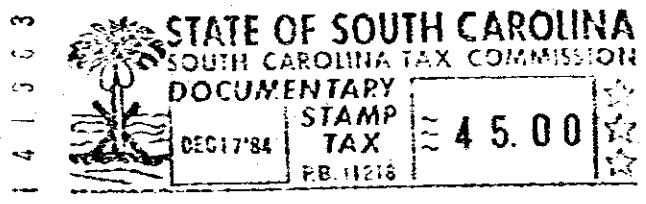
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 14, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 14, 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 the City of Greenville, County of Greenville, State of South Carolina, on the Eastern side of West Avondale Drive, being known and designated as Lot No. 20, Block G (less a small triangular portion thereof previously conveyed), as shown on a Plat of a subdivision known as Northgate, prepared by C. M. Furman, Jr., Engineer, dated June, 1926, recorded in the RMC Office for Greenville County, S. C., in Plat Book "G", at Pages 135 and 136, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of West Avondale Drive at the joint front corner of Lots Nos. 19 and 20, Block G, and running thence with the line of Lot 19, S. 74-40 207.6 feet to an iron pin; thence with a new line through Lot No. 20, S. 66-58 E. 16.8 feet to an iron pin; thence continuing with a new line through Lot No. 20, N. 15-20 E. 2 feet to an iron pin in the line of Lot No. 19; thence with the line of Lot No. 19, S. 74-40 E. 7.5 feet to an iron pin on the Western side of a 12 foot alley; thence with the Western side of said alley S. 15-20 W. 100 feet to an iron pin at the joint rear corner of Lots Nos. 20 and 21; thence with the line of Lot No. 21 N. 74-40 W. 225.8 feet to an iron pin on the Eastern side of West Avondale Drive; thence with the Eastern side of West Avondale Drive, N. 13-27 E. 100.6 feet to the point of beginning.

Derivation: Lawrence J. Nachman and Lynne T. Nachman, Deed Book 1228, at Page 906, recorded Dec. 17, 1984.



which has the address of 40 West Avondale Drive, Greenville, South Carolina 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 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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