

FILED GREENVILLE S.C. MORTGAGE

JUL 29 11 45 AM '83

THIS MORTGAGE is made this 27th day of July 1983, between the Mortgagor, RIGGIE C. SMITH (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK F.S.B. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 27, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1988.

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 situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 13, Section 5, on a plat of FORRESTER WOODS, recorded in the R.M.C. Office for Greenville County in Plat Book 8-P at Page 100, and having, according to a more recent survey prepared by Freeland and Associates, dated July 27, 1983, entitled, "Property of Riggie C. Smith", the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 13 and 14 and running thence S. 85-18 W. 164.8 feet to an iron pin; thence with the line of Lot 17, N. 14-45 W. 40.0 feet to an iron pin; thence with the line of Lot 18, N. 16-10 E. 55.0 feet to an iron pin; thence running with the line of lot 12, N. 81-51 E. 153.4 feet to an iron pin; thence turning and running with Miller Road, S. 4-06 W. 100.0 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor herein by deed of Danco, dated July 27, 1983 and recorded simultaneously herewith.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA, BOOK 105, PAGE 481

which has the address of Lot 13, Section 5, Forrester Woods 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 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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