

FILED
GREENVILLE, S.C.
SEP 2 1 26 PM '83

MORTGAGE

BOOK 1624 PAGE 74

THIS MORTGAGE is made this 31 day of August 1983, between the Mortgagor, Mary M. Smith and Timothy A. Smith (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 Sixty Three Thousand Nine Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 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 September 1, 2013

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, including all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No.122, Section 3, Wade Hampton Gardens, a plat of which is recorded in the RMC Office for Greenville County in Plat Book YY at Page 179 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Danbury Drive to the joint corner of Lots 121 and 122 and running thence, S. 87-24 W. 143.8 feet to an iron pin; thence, S. 15-27 E. 165 feet to an iron pin on the southerly side of Leyswood Drive and running thence with the said side of Leyswood Drive, N. 74-33 E. 93.5 feet to an iron pin at the intersection of Leyswood Drive and Danbury Drive and running thence with the curve of said intersection, the chord of which is N. 34-11 E. 38 feet to an iron pin on the western side of Danbury Drive; running thence with the said side of Danbury Drive, N. 6-10 W. 110 feet to an iron pin, the point of BEGINNING.

This being the same property conveyed to the Borrower herein by deed of David E. Robinson and Joy L. Robinson, recorded September 2, 1983, in the RMC Office for Greenville County, S.C. in Deed Book _____ at Page _____.

STATE OF SOUTH CAROLINA
COMMISSIONER OF REVENUE
DOCUMENTARY
STAMP TAX
25.50
SEP 2 1983

which has the address of 209 Leyswood Drive Greenville, South Carolina 29615 (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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