

FILED
GREENVILLE S.C.

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MORTGAGE

JUL 15 11 43 AM '83

DUNN & WENKLEY

THIS MORTGAGE made this 15th day of December 19.83, between the Mortgagor, JOHN E. BURNS AND CLAUDIA J. BURNS (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 FIFTY FOUR THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 15, 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 January 1, 2014.

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 20 on a plat of CANTERBURY HILLS, (Unit 1), recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book MM at Page 150, and having, according to a more recent plat prepared by Freeland and Associates, dated December 15, 1983, entitled "Property of John E. Burns and Claudia J. Burns", the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 20 and 21 and running thence S. 45-23 E. 154.22 feet to an iron pin; thence turning and running S. 46-54 W. 105.0 feet to an iron pin; thence running with the line of Lot 19, N. 43-07 W. 145.60 feet to an iron pin; thence turning and running with Camelback Road, N. 48-10 E. 22.01 feet to an iron pin; thence continuing with said Road, N. 40-14 E. 77.42 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of George M. Sparks, Jr. and Julia T. Sparks, dated December 15, 1983 and recorded simultaneously herewith.

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which has the address of 3 Camelback Road Greenville S.C. 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.