VOL 1843 AND 182

## **MORTGAGE**

THIS MORTGAGE is made this. 9th day of January

1984., between the Mortgagor, William E. Terry and Linda T. Terry

(herein "Rorrower") and the Mortgagee,

AMERICAN FEDERAL BANK, F.S.B., a corporation organized and existing under the laws of. THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 45, as shown on a Plat of OAK HOLLOW Subdivision, Section II, prepared by Dalton & Neves Co., Engineers, dated October 1, 1980, and recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 50, reference to said plat is hereby made for a more particular description.

This conveyance in subject to all restrictions, setback lines, roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

This being the same property conveyed to the mortgagor herein by deed from the mortgagee herein and to be recorded herewith in the RMC Office for Greenville County.

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South .Carolina ..... (herein "Property Address");
[State and Zip Code]

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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SOUTH CAROLINA --1 to 4 Family -- 6/75 -- FNMA/FHLMC UNIFORM INSTRUMENT LP152 2-82

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