

MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 4005.64.

AMERICAN FEDERAL BANK, FSB

THIS MORTGAGE is made this 7th day of December 1989, between the Mortgagor, Phil C. and Hazel W. Winstead (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 Four Thousand Two Hundred Eighty-Two and 19/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 7, 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 June 11, 1984

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 with the buildings and improvements thereon, lying and being on the southwesterly side of Old Mill Road near the City of Greenville, S.C. and being designated as Lot No. 75 on the plat entitled "Edwards Forest Heights" as recorded in the RMC Office for Greenville County, S.C., in Plat Book 000, page 89 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Old Mill Road, joint front corner of Lots 74 and 75 and running thence along the common line of said lots S 39-45 W 190.7 feet to an iron pin on the northeasterly side of Edwards Mill Road; thence along said Road S 50-26 E 116.6 feet to an iron pin, joint corner of Lots 75 and 76; thence along the common line of said lots N 37-10 E 179 feet to an iron pin on the southwesterly side of Old Mill Road; thence along said Road N 52-41 W 47 feet to an iron pin; thence continuing with said Road N 41-13 W 47 feet to an iron pin; thence continuing with said Road N 35-29 feet to an iron pin, the point of beginning.

For deed into grantor, see Deed Book 934, page 178.

For restrictions applicable to this subdivision, see Deed Book 823, page 509.

This conveyance is subject to all setback lines, roadways, easements and right of ways, if any, affecting the above described property.

This is that same property conveyed by deed of Philip C. Winstead and Hazel W. Winstead, by deed dated March 15, 1972 and recorded March 15, 1972 in the RMC Office for Greenville County in Volume 938, Page 249.

which has the address of 107 Old Mill Road, Taylors, SC 29687 (Street) (City) (State and Zip Code) (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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