



MORTGAGE

THIS MORTGAGE is made this 23rd day of January 1984 between the Mortgagor, H. David Cunningham and Betty Jean Cunningham (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 Seven Thousand Three Hundred Forty Three and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated 1-23-84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1994

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 piece, parcel or lot of land in Butler Township, Greenville County, State of South Carolina, being known and designated as Lot No. 60 of Terrace Gardens as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book "QQ", page 85, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Barry Drive joint front corner of Lots Nos. 59 and 60 and running thence along the line of Lot No. 59, N. 51-58 W. 235 feet to an iron pin; thence along the line of Lot No. 61 S, 21-53 W. 182 feet to an iron pin on the northeastern side of Chatman Street; thence along Chatman Street S. 68-07-E. 125.2 feet to an iron pin at the corner of the intersection of Chatman Street and Barry Drive; thence around the corner of said intersection and following the curvature thereof, the chord being N. 74-39 E. 60.5 feet, to an iron pin on Barry Drive; thence along Barry Drive N. 38-02 E. 95 feet to the beginning corner.

The above described property is part of the same conveyed to me by James L. Hightower by deed dated November 17, 1954 and recorded in the R. M. C. Office for Greenville County in Deed Book 512, Page 351.

This is the same property conveyed by deed of W. Hubert Alford unto H. David Cunningham dated 12/13/73 recorded 12/17/62 in volume 712 at page 501 of the R. M. C. Office for Greenville County, Greenville, SC.

which has the address of 301 Barry Drive Greer, SC 29651 (City)
(Street) (City)
(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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