

1651-054

GREENVILLE, S.C.

# MORTGAGE

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THIS MORTGAGE is made this 29th day of March 1984, between the Mortgagor, Timothy W. Cox and Janet A. Cox (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").

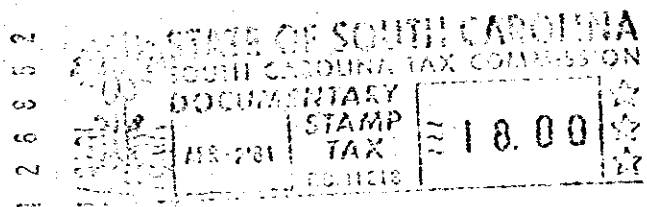
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Five Thousand and no/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 29, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Fairbrook Lane and being known and designated as Lot No. 29 on plat of Section II of Fenwick Heights recorded in the R.M.C. Office for Greenville County in Plat Book "QQ", at Page 45, and having the following metes and bounds, and being further described on plat entitled "Property of Timothy W. Cox and Janet A. Cox" prepared by R. B. Bruce, RLS, dated March 28, 1984 as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book Q-L at Page 34, reference being craved hereto to said plat for exact metes and bounds.

This is that property conveyed to Mortgagor by deed of Charles R. Fleming and Elizabeth M. Fleming dated and filed concurrently herewith.

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which has the address of 4 Fairbrook Lane Greenville, South Carolina (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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