

MORTGAGE

Vol 1038 no 588

THIS MORTGAGE is made this 20th day of April 1984, between the Mortgagor R.C. JONES AND ANDER V. JONES (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 THREE HUNDRED THIRTY THOUSAND AND NO/100 (\$330,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 20, 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 May 1, 1989

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 any and all improvements thereon, lying, being and situate on the west side of Old Mill Road, in the Town of Mauldin, County of Greenville, State of South Carolina, containing 1.03 acres as shown on plat thereof, recorded in the RMC Office for Greenville County in Plat Book 9 B, at Page 56 and also as shown on a more recent survey prepared by Freeland & Associates dated April 19, 1984 on plat entitled, "Property of R.C. Jones", recorded in the RMC Office for Greenville County in Plat Book 10-0, at Page 33, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Old Mill Road, said iron pin being 126.4 feet south of Heather Lane, and running thence along the west side of Old Mill Road, S 15-25 E 112.10 feet to an iron pin on the west side of Old Mill Road; thence turning and running S 57-12 W 278.32 feet to an iron pin; thence turning and running N 34-40 W 184.78 feet to an iron pin; thence turning and running N 56-32 E 21.03 feet to an iron pin; thence N 71-55 E 306.87 feet to an iron pin on the west side of Old Mill Road, the POINT OF BEGINNING.

This being the same property conveyed to the mortgagor by deed of C.S. Farley Smith, recorded in deed book 1167, at page 64 on May 18, 1982 in the RMC Office for Greenville County.

ALSO, ALL that certain piece, parcel or lot of land, lying, being and situate in the County of Greenville, State of South Carolina, being known and designated as Lot No. 77 as shown on plat of Burdette Estates, recorded in the RMC Office for Greenville County in Plat Book 4X, at Page 60 and having such metes and bounds as shown thereon.

Being the same property conveyed to R.C. Jones and Ander V. Jones by deed of Rosamond Enterprises, Inc., recorded in the RMC Office for Greenville County in Deed Book 1016, at Page 931, dated April 17, 1975.

746 Old Mill Road (commercial) Mauldin
which has the address of 100 Ida Drive (residence) Mauldin
S.C. 29662 (Street) (City)
S.C. 29662 (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.

5079
1 AP 23 84
426
4.0001