



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 10,058.04

THIS MORTGAGE is made this 30th day of April 1984 between the Mortgagor, Phillip E. Sullivan and Nancy G. Sullivan (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 Ten Thousand and Fifty Eight Dollars and 04/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 30, 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, 1988

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 building and improvements thereon, in Greenville County, State of South Carolina, on the North side of Cunningham Circle (Crabapple Drive) being shown as a portion of Lot No. 6 on a revised plat of Lot No. 6, Section 4, Cunningham Acres, recorded in the RMC Office for Greenville, County, South Carolina, in Plat Book "4Y" at Page 41, and having according to said revised plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the North side of Cunningham Circle (Crabapple Drive) joint front corner of Lots 6 and 7; and running thence N.3-08 W. 144.8 feet to an iron pin; thence N. 68-13 W. 27 feet to an iron pin; thence on a new line through Lot No. 6, N. 62-20 E. 137 feet to an iron pin at joint rear corner of Lots Nos. 5 and 6; thence with the joint line of said lots, S. 3-08 E. 213.2 feet to an iron pin on the North side of Cunningham Circle (Crabapple Drive); thence with the north side of said Drive S. 86-52 W. 100 feet to the point of beginning.

This conveyance is made subject to any restrictions, zoning ordinances or easements that may appear of record, on the recorded plat(s), or on the premises.

Derivation: Deed Book 1063, Page 387 - Leonard F. Calvert-8/25/77.

As a part of the consideration herein, the Grantees agree to assume that certain mortgage to Collateral Investment Company recorded in the R.M.C. Office for Greenville County, South Carolina on August 25, 1977 in Mortgage Book 1408, Page 15 in the original amount of \$58,550.00.

This is the same property conveyed by deed of Carl V. Scarabelli and Mary Ann Scarabelli dated 4-17-80, and recorded 4-17-80 in the RMC Office for Greenville County in Volume 1124 at page 196.

which has the address of 12 Cunningham Circle, Taylors, SC 29687 (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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