

MORTGAGE

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 THIS MORTGAGE is made this 31st day of July 1984, between the Mortgagor, YEARGIN PROPERTIES, INC. (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 Six Hundred Thirty Thousand and No/100 (\$630,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 February 1, 1985;

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 tract of land, containing 3.14 acres, more or less, situate, lying and being on the Southern side of East North Street, in the County of Greenville, State of South Carolina, being shown on a plat entitled "Survey for Oak Forest Townhomes, Property of Yeargin Properties", prepared by W. R. Williams, Jr., dated July 30, 1984, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of East North Street at the joint corner of property herein conveyed and property now or formerly of W. H. Bryan, and running thence with the line of Bryan S. 1-48 W. 316 feet to an iron pin in the line of property now or formerly of W. C. Bryan; thence with the line of W. C. Bryan S. 1-59 W. 314.71 feet to an iron pin in the line of property now or formerly of Hale; thence with the line of Hale N. 74-28 W. 324.7 feet to an iron pin in the line of property now or formerly of Granger; thence with the line of Granger N. 17-58 E. 7.9 feet to an iron pin in the line of property now or formerly of Hudson; thence with the line of Hudson and with the Eastern edge of a Duke Power right of way, the following courses and distances: N. 19-41 E. 120.55 feet to an iron pin, thence N. 19-42 E. 404.35 feet to an iron pin, thence N. 4-25 W. 9.1 feet to an iron pin, thence N. 5-51 W. 14.9 feet to an iron pin on the Southern side of East North Street; thence with the Southern side of East North Street N. 83-29 E. 157.55 feet to the point of beginning.

This is the major portion of the property conveyed to the Mortgagor herein by deed of Allan A. Brockman, et al., dated June 28, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1109 at page 602, on August 17, 1979.

The Mortgagee herein agrees that it will release from the lien of this mortgage, individual residential lots to be hereinafter created (as shown on plan of the development), together with the improvements thereon, according to the following schedule: all two bedroom units with lot upon payment of \$36,667.00; all three bedroom units with lot upon payment of \$42,167.00. All release payments shall be applied against the outstanding loan balance.

which has the address of 2808 E. North Street Greenville, South Carolina 29615 (herein "Property Address");

[Street] [City] [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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