

FILED
SEP 21 1984
E. S. Taversky

MORTGAGE

VOL 1682 PAGE 707

THIS MORTGAGE is made this 31st day of August, 1984, between the Mortgagor, Dwight J. & Candice S. Smith

(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 Five thousand, five hundred sixty-five dollars and 68/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 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 September 15, 1990

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, being known and designated as Lot No. 249 of a subdivision known as Canebrake II, Sheet 2 according to plat thereof prepared by Arbor Engineering, Inc. dated June, 1979, being recorded in the RMC Office for Greenville County in Plat Book 7-C at page 41, and having, according to said plat, such metes and bounds as shown thereon.

The Grantees herein specifically assume and agree to pay that certain mortgage given by the Grantor to United Federal Savings and Loan Association of Fountain Inn dated October 16, 1980, in the original amount of \$57,800.00 recorded in the Office of the RMC for Greenville County in Mortgage Book 1520 at page 885 on October 17, 1980, and having a present principal balance of \$57,732.48.

This is that same property conveyed by deed of Frank P. Hammond to Dwight J. and Candice S. Smith, dated October 16, 1981, recorded October 19, 1981, in Volume 1156, at Page 982, in the R.M.C. Office for Greenville County.

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which has the address of 113 Trenton Lane Taylors
[Street] [City]
South Carolina 29687 (herein "Property Address");
[State and Zip Code]

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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 seized 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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