

MORTGAGE

THIS MORTGAGE is made this twenty fourth day of October, 1984, between the Mortgagor, Lyn M. and Sharon R. Kelley

(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 nine thousand two hundred sixty seven and 60/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 24, 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 October 15, 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northwestern side of Lakeside Road, in Greenville County, South Carolina, containing 0.74 acres, according to a plat entitled PROPERTY OF LYN KELLEY, made by Campbell & Clarkson Surveyors, Inc., dated June 29, 1977, recorded in the RMC Office for Greenville County, SC, in Plat Book 6F at page 75, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center line of Lakeside Road at the joint corner of the within described property and property belonging to Kenneth D. Wilson and running thence with the center line of Lakeside Road, the following courses and distances, N. 36-54 E., 49.07 feet to a point, N. 34-14 E., 53.22 feet to a point, N. 29-50 E., 50 feet to a point and N. 25-32 E., 50 feet to a point, thence N. 59-34 W., 155.31 feet to an iron pin; thence S. 44-15 W., 159.8 feet to an iron pin; thence along the common line of property being retained by the Grantor and property owned by Kenneth D. Wilson and the within described property, S. 45-45 E., 195 feet to a nail and cap in the center line of Lakeside Road, the point of beginning.

The above property is a portion of the same property conveyed to the Grantors by deed of James T. Flowers and Annie D. Flowers, recorded January 12, 1966 in Deed Book 790 at page 49 and is hereby conveyed subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property, and to the rights of the general public in so much of the above described property that lies within the road right of way of Lakeside Road as shown on the above mentioned plat.

This is the same property conveyed by Deed of Deward and Ruth E. Wilson unto Lyn M. and Sharon R. Kelley, dated July 8, 1977 recorded July 11, 1977, in the RMC Office for Greenville County, South Carolina, volume 1060 page 282.

which has the address of Route 13, Lakeside Drive, Greenville, SC 29611 (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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