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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 24 1984 The mortgagor is FRED L. HILL, JR. AND RHONDA K. HILL ("Borrower"). This Security Instrument is given to AMERICAN FEDERAL BANK, FSB which is organized and existing under the laws of THE UNITED STATES OF AMERICA and whose address is POST OFFICE BOX 1268, GREENVILLE, SOUTH CAROLINA 29602 ("Lender"). Borrower owes Lender the principal sum of Forty Thousand and 00/100 Dollars (U.S. 540,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2004. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, South Carolina:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, containing seven and 67/100 (7.67) acres, more or less, and being more particularly described by reference to plat prepared by James L. Strickland, Surveyor, dated September, 1984 and recorded in the Office of the Clerk of Court for Greenville County in Plat Book 10Y at Page 26. According to said plat the within seven and 67/100 (7.67) acres, more or less, fronts on Augusta Road (U. S. Highway No. 25) for a distance of 322.6 feet and extends back therefrom on its Northern boundary for a distance of 960.9 feet and on its Southern boundary for a distance of 916.2 feet and 392.1 feet wide in the rear. Distances taken from center of West Ridgeway Road (S-23-33). Said property is bounded as follows: On the East by Augusta Road (U. S. Highway 25); on the South by property of Richard F. and Sandra F. Richards; on the North by West Ridgeway Road (S-23-33), and on the West by property of Richards. For a more detailed description reference is hereby specifically made to the aforesaid plat which is incorporated herein by reference thereto.

This is the identical property conveyed to the mortgagors by deed of Charles W. Eaton and Thelma C. Eaton of even date and to be recorded in the Office of the Clerk of Court for Greenville County immediately prior to the recordation of this mortgage.

which has the address of Highway 25 and Ridgeway Road, Honea Path South Carolina 29654 ("Property Address");

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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