

1021-179

FILED MORTGAGE  
GREENVILLE

AUG 17 10 13 AM '83

THIS MORTGAGE is made this 16th day of August 1983, between the Mortgagors, John S. Rush and Nancy B. Rush (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 Sixty-two Thousand One Hundred and no/100's Dollars, which indebtedness is evidenced by Borrower's note dated August 16, 1983, (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 1, 2013.

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 situate, lying and being in the State of South Carolina, County of Greenville, and being known and designated as Lot No. 353 of a Subdivision known as Section B, Gower Estates, as is more fully shown on a plat thereof dated December, 1961, recorded in the REC Office for Greenville County, South Carolina, in Plat Book XX at Pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Hialeah Road, joint front corner of Lots Nos. 352 and 353, and running thence with the joint line of said Lots S. 69-48 E. 185.8 feet to an iron pin; thence with the rear line of Lot No. 353 S. 17-49 W. 75 feet to an iron pin, joint rear corner of Lots Nos. 353 and 354; thence with the joint line of said Lots N. 77-35 W. 176.5 feet to an iron pin on the Eastern side of Hialeah Road, joint front corner of Lots Nos. 353 and 354; thence with the Eastern side of Hialeah Road N. 12-08 E. 100 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Terry M. Varner, et al, of even date, to be recorded herewith.

which has the address of 105 Hialeah Road, Greenville, S.C. 29607 (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 seized of the estate herein conveyed and has the right to mortgage, grant and convey the Property, that the Property is not encumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to all valid liens, easements or restrictions, but subject to a schedule of exceptions to coverage, that a title insurance policy shall be obtained on the Property.

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