

Drac

FILED
GREENVILLE CO. S. C.
NOV 11 2 11 PM '83
DONALD S. TANGERSLEY
R.M.C.

MORTGAGE

VOL 1634 PAGE 979

THIS MORTGAGE is made this 11th day of November 19.83, between the Mortgagor, ROBERT G. HIGHLEY (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 SEVENTY THOUSAND and No/100 (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 11, 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 December 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 piece, parcel or lot of land situate, lying and being on the eastern side of Velma Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 21 of a subdivision known as TAYLORS HEIGHTS, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 2, and being further shown on a more recent plat by Freeland & Associates, dated November 9, 1983, entitled "Property of Robert G. Highley," and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Velma Drive, at the joint front corner of Lots 20 and 21, and running thence with the joint line of said lots, N. 79-25 E. 151.4 feet to an iron pin; running thence S. 10-09 E. 90 feet to an iron pin at the joint rear corner of Lots 21 and 22; thence running with the joint line of said lots, S. 79-25 W. 150.7 feet to an iron pin on the eastern side of Velma Drive; running thence with the eastern side of Velma drive, N. 10-35 W. 90 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of Henry Howell Greene and Susan W. Greene, dated November 11, 1983, and recorded herewith.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
DOCUMENTARY STAMP
TAX
NOV 11 1983
28.00

which has the address of 8 Velma Drive, Taylors, South Carolina 29687 (herein "Property Address");

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.

5.20 3
31A01

260

2328-172