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R.M.C.

1035

MORTGAGE

THIS MORTGAGE is made this 14th day of November 19 83, between the Mortgagor, BILL FULLER BUILDERS, INC. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK F.S.B. 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-five Thousand and No/100 (\$75,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 14, 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 June 1, 1984.

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 at the intersection of Brigham Creek Drive and Rosebud Lane in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 345 on a plat entitled "Devenger Place, Section 13", recorded in the R.M.C. Office for Greenville County in Plat Book 8-P at page 12, and having, according to said plat, and a more recent plat entitled "Property of Bill Fuller Builders, Inc.", prepared by Dalton & Neves Co., dated September, 1983, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Rosebud Lane at the joint corner of Lots Nos. 346 and 345, and running thence with the line of Lot No. 346 N. 4-36 E. 131.8 feet to an iron pin at the joint rear corner of Lots Nos. 342 and 344; thence with the line of Lot No. 344 S. 85-24 E. 160 feet to an iron pin on the Western side of Brigham Creek Drive; thence with the Western side of Brigham Creek Drive S. 4-36 W. 78 feet to an iron pin at the intersection of Brigham Creek Drive and Rosebud Lane; thence with said intersection S. 44-30 W. 38.36 feet to an iron pin on the Northern side of Rosebud Lane; thence with the Northern side of Rosebud Lane S. 84-24 W. 137.57 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Julian Road Developers, dated November 11, 1983, and recorded in the R.M.C. Office for Greenville County in Deed Book 1266 at page 518, on November 14, 1983.

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which has the address of Lot 345, Rosebud Lane, Greer South Carolina 29651 (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 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.