

FILED
GENERAL S.C.
JUL 3 4 11 1983
R.H.C. SLEY

MORTGAGE

THIS MORTGAGE is made this 8th day of December 1983, between the Mortgagor, GEORGE O'SHIELDS BUILDERS, INC. and RONALD E. PHILLIPS (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 One Hundred Eighteen Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 8, 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 July 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 1 on plat of WOODBERRY, recorded in the RMC Office for Greenville County in Plat Book 7C, Page 30 and also as shown on a more recent plat prepared by Freeland & Associates, dated November 29, 1983, entitled "Property of Ronald E. Phillips and George O'Shields", and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of Woodberry Drive, joint front corner of Lot 1 and 2 and running thence along said Woodberry Drive, N 13-34 W 202.62 feet to an iron pin; thence with the intersection of Woodberry Drive and Pelham Road, N 30-40 E 39.58 feet to an iron pin; thence along the southern side of Pelham Road as follows: N 69-00 E 103.08 feet to an iron pin; thence N 71-56 E 91.91 feet to an iron pin; thence N 73-42 E 72.92 feet to an iron pin; thence turning and running along property of Land Investments, S 13-34 E 255.00 feet to an iron pin; thence turning and running along the common line of Lots 1 and 2, S 76-26 W 294.28 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of George O'Shields, Sr., to be recorded of even date herewith.

AMERICAN FEDERAL BANK
GREENVILLE, SOUTH CAROLINA
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which has the address of Lot 1, Woodberry Drive (Street) (City) (State and Zip Code) (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

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