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GREENVILLE, S.C.

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DUNNIE H. LASKLEY  
R.M.C.

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# MORTGAGE

THIS MORTGAGE is made this 3rd day of February, 1984, between the Mortgagor, TOWNES B. JOHNSON COMPANY, INC. (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").

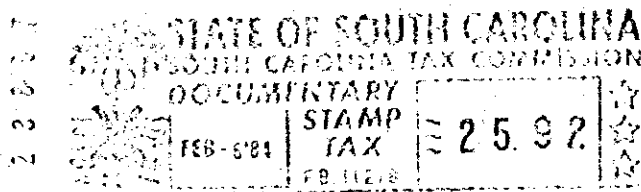
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Four Thousand Eight Hundred and No./100 (\$64,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 3, 1984 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 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, together with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being on the Eastern side of Devenhill Court, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 72 as shown on plat of Devenger Pointe, dated March, 1983, prepared by Dalton & Neves, Engineers, and recorded in the RMC Office for Greenville County, S. C. in Plat Book 9F, at Page 59, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Devenhill Court, at the joint front corner of Lots Nos. 72 and 73, and running thence with the joint line of said lots, S. 87-39 E. 162.62 feet to an iron pin in the line of property now or formerly of Fannie Mae Johnson Life Estate; thence with the line of property now or formerly of Johnson, S. 37-21 W. 170 feet to an iron pin at the joint rear corner of Lots Nos. 71 and 72; thence with the joint line of said lots, N. 39-35 W. 127.22 feet to an iron pin on the Eastern side of Devenhill Court; thence with Devenhill Court, the chord of which is N. 26-23 E. 48.87 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Devenger Pointe Company, A South Carolina Partnership, dated February 3, 1984, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1205, at Page 831, on February 6, 1984.



which has the address of Lot 72, Devenhill Court Greer, S. C. 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.