

FILED
MAR 27 1984
S. Tuckerley

VOL 1653 PAGE 972

MORTGAGE Documentary Stamps are figured on the amount financed: \$ 16,060.44

THIS MORTGAGE is made this 5 day of March 19 84, between the Mortgagor, Earl E. Smith and Elaine K. Smith (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 Twenty-two Thousand, Six Hundred and Nine Dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 5, 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 March 15, 1989

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 lot or parcel of land situate, lying and being in the City of Greenville, County and State aforesaid, on the north side of Harcourt and being known and designated as Lot Nos. 12, 13 and 14 as shown on a plat of Harcourt recorded in the RMC Office for Greenville County in Plat Book "E" at page 284, having, according to said plat the following metes and bounds to-wit:

Beginning at an iron pin on the northern side of Harcourt Drive at the joint corner of Lot Nos. 11 and 12 and running thence in a northwesterly direction along Harcourt Drive N. 72-02 W. 204.3 feet to an iron pin at the intersection of Harcourt Drive and Bennett Street; thence along Lot No. 14 N. 12-04 E. 150.5 feet to an iron pin; thence along the rear side of Lot Nos. 12, 13 and 14 S. 72-02 E. 219.5 feet to the joint rear corners of Lot Nos. 11 and 12, thence along the joint line of Lot Nos. 11 and 12 S. 17-58 W. 149.4 feet to the point of beginning on the north side of Harcourt Drive.

This is the same property conveyed to the Grantor herein by deed of Lina R. Mullinnix dated February 26, 1975, recorded in the RMC Office for Greenville County, S.C. in Deed Book 1015, at Page 33. See Deed Book at Page for the Trust Agreement dated February 21, 1975.

The assets of First Piedmont Bank and Trust Company were acquired by First Citizens Bank and Trust Company of South Carolina on March 17, 1977, including the Trust Agreement referred to above.

This is the same property conveyed by deed of First Citizens Bank & Trust Co. as Trustee to Earle E. Smith and Elaine K. Smith dated 10/13/77 and recorded 10/13/77 in Volume 1412, at Page 794 of the RMC Office for Greenville, S.C.

which has the address of 3 Harcourt Dr., Greenville, S.C. 29601
[Street] [City]
..... (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 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.

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