

FILED
APR 20 1984
Donald B. Tankersley

MORTGAGE

Documentary Stamps are figured on
the amount financed: \$ 5,691.42

THIS MORTGAGE is made this 30th day of March 1984, between the Mortgagor, Freddie E. Byers and Margaret Byers (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 Eleven Thousand Eight Hundred Sixty Nine dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 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 April 20, 1994

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, with all buildings and improvements thereon, situate, lying and being at the northeastern corner of the intersection of Fairmont Avenue and Fairfield Road, in Gantt Township, Greenville County, South Carolina, being shown and designated as Lot No. 39 on a plat of EXTENSION OF BROOKFOREST, PROPERTY OF DONALD BALTZ, made by Jones and Sutherland, Engineers, dated September 11, 1959, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 00 at page 334, as revised by a corrected boundary on December, 1960 and further shown on plat recorded in the RMC Office for Greenville County, South Carolina, in Plat Book UU at page 151, reference to which is hereby craved for the metes and bounds thereof.

This is that same property conveyed by deed of Joe G. Thomason to Freddie Byers and Margaret Byers dated May 31, 1979 and recorded June 1, 1979 in deed Volume 1103 at Page 786 in the RMC Office for Greenville County, South Carolina.

which has the address of 429 Fairmont Drive, Greenville, SC 29605 (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.