

Actual Amount Financed is  
\$20,012.04

FILED  
GREENVILLE CO. S. C.

**MORTGAGE**

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MAY 4 10 07 AM '84

THIS MORTGAGE is made this 27th day of April 1984, between the Mortgagor, John J. Nixon (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 Thirty-eight thousand four hundred thirty-two and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 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 May 15, 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 certain piece, parcel or lot of land, in the State of South Carolina, County of Greenville, southern side of Bethany Road and being shown as a rectangular strip of land running from Bethany Road to a 2.94 acre tract of land as shown on a plat of the property of John J. Nixon and Betty J. Nixon made by Webb Surveying and Mapping Company dated July 23, 1975 recorded in the R.M.C. Office for Greenville County in Plat Book 5 M at page 127 and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on Bethany Road at the joint corner of other property of Horace J. Ramey, JoAnne D. Ramey, and Ruth Lee Davis and running thence along the line of the land of said Horace J. Ramey, JoAnne D. Ramey and Ruth Lee Davis, S. 3-43 W. 392.2 to an iron pin; running thence N. 22-47 W. 69.4 feet to an iron pin; running thence along the line of land of John D. and Brenda H. Wilson, N. 3-43 E. 343.5 feet to the point on Bethany Road; thence running along Bethany Road S. 58-19 E. 28.3 feet to the point of beginning. ALSO: All that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, located off the Southern side of Bethany Road and being shown as a 2.94 acre tract of land as shown on a plat of the property of John J. Nixon and Betty J. Nixon made by Webb Surveying and Mapping Company dated July 23, 1975 an recorded in the RMC Office for Greenville County in Plat Book 5M page 127 and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin at the corner of the property herein being conveyed and the corner of the property of Horace J. Ramey, et al and John D. Wilson, et al running thence along said Ramey property S. 22-47 E. 234.2 feet to an iron pin; thence S. 3-12 W. 508 feet to an iron pin; thence N. 32-17 W. 611.1 feet to an iron pin; running thence N. 52-05 E. 335.1 feet to the point of beginning.

This conveyance is the identical property conveyed to John J. Nixon by deeds of Betty J. Nixon dated April 27, 1984 recorded May 4, 1984 in Deed Book 1211 at pages 871 and 872, in the R.M.C. Office for Greenville County.

which has the address of... Rt. 5, Box 120, Simpsonville, South Carolina 29681. (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.

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