



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 78,971.40

THIS MORTGAGE is made this 8th day of March 1984, between the Mortgagor, Jerry N. 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 Seventy-eight thousand, nine hundred, seventy-one and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 8, 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 June 6, 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 piece, parcel or lot of land in the County and State aforesaid, containing 2.44 acres according to a survey for Bowl-Investors Limited Partnership, prepared August 27, 1976, and revised September 16, 1976, by Piedmont Engineers, Architects & Planners of Greenville, South Carolina, and recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Plat Book 5X at Page 1, and located at the intersection of U. S. Highway 29 and Watson Road, and having the following metes and bounds, to-wit:

BEGINNING at a nail in bottle cap at the corner of the intersection of U.S. Highway No. 29 and Watson Road and running thence along the edge of the right of way of U. S. Highway No. 29, S. 24-29 W. 224.98 feet to a nail in bottle cap; thence turning and running N. 46-01 W. 172.88 feet to a point; thence turning and running N. 29-23 W. 260.5 feet to the center of Marrow Bone Creek; thence down the meanderings of said Marrow Bone Creek, the Traverse of which is N. 76-08 E. 372.04 feet to a reinforced concrete pipe; thence running along the edge of the right of way of Watson Road S. 9-55 E. 280.5 feet to a nail in bottle cap, the point of beginning.

This conveyance is subject to those certain easements for ingress and egress set out in a deed from Runion Manufacturing Co., Inc. to Bowl-Investors Limited Partnership, dated October 7, 1976, and recorded in the Office of the R.M.C. For Greenville County, South Carolina, in Deed Book 1044, at Page 218.

This conveyance is made subject to all recorded easements, restrictions and rights of way. Particular attention is called to the Creek shown on the aforesaid plat, the Duke Power transmission line right of way and the power easement shown in the drive easement.

This is that property conveyed by deed of Star Enterprises, Inc. to Jerry N. Smith, dated 8/2/81, recorded 8/3/81, in Deed Volume 1152, at Page 928, in the RMC Office for Greenville County, south Carolina, which has the address of 3069 Wade Hampton Blvd, Taylors, South Carolina

SC 29687 (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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