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# MORTGAGE

THIS MORTGAGE is made this 5th day of June, 1984, between the Mortgagors Robert S. Nemecek and Katherine L. Nemecek (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").

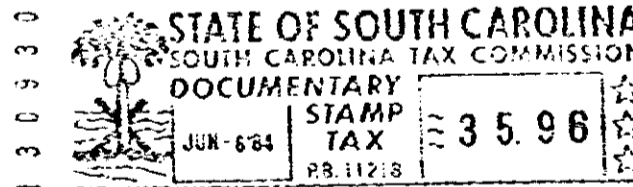
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Nine Thousand, Nine Hundred and No/100 (\$89,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 5, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2014

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 with the buildings and improvements thereon, lying and being on the Easterly side of Sherard Court, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot Number 352, Devenger Place, Section 15, as shown on the recorded plat in the R.M.C. Office for Greenville County, South Carolina in Plat Book 8-P at page 26, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Easterly side of Sherard Court, said pin being the joint front corner of Lots 352 and 353,; and running thence with the common line of said lots N. 38-59 E. Two Hundred and Three (203.00') feet to an iron pin, the joint rear corner of Lots 352 and 353; thence S. 7-59 E. Two Hundred Twenty-Four and Two-Tenths (224.20') feet to an iron pin, the joint rear corner of Lots 351 and 352; thence running with the common line of said lots N. 82-24 W. One Hundred and Forty-Two (142.00') feet to an iron pin on the Easterly side of Sherard Court; thence running with the Easterly side of Sherard Court on a curve, the chord of which is N. 21-42 W. Forty-Nine (49.00') feet to an iron pin, the point of beginning.

This is the identical property conveyed unto the Mortgagors herein by deed of The Smith Companies, a South Carolina Partnership, dated June 5, 1984, and recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1214 at page 413.



which has the address of 102 Sherard Court, Greer, South Carolina 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 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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