

MORTGAGE

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THIS MORTGAGE is made this 2nd day of August 19. 84., between the Mortgagor, BOB MAXWELL BUILDERS, INC. (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").

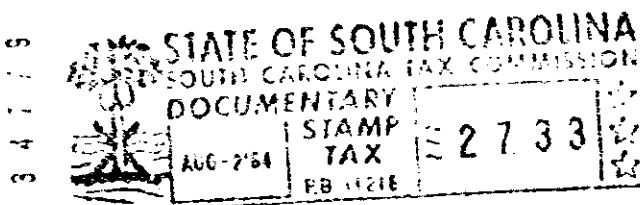
WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety-one Thousand One Hundred and No/100 (\$91,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 2, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1985

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 situate, lying and being on the Western side of Brigham Creek Drive, in the County of Greenville, State of South Carolina, being known and designated as part of Lot No. 333 as shown on a plat of Section 13, Devenger Place, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 8-P at page 12, and having, according to a more recent plat entitled "Property of Bob Maxwell Builders, Inc.", dated July, 1984, prepared by Dalton & Neves Co., the following metes and bounds:

BEGINNING at an iron pin on the Western side of Brigham Creek Drive at the joint front corner of Lots Nos. 333 and 334, and running thence with the line of Lot No. 334 S. 77-19 W. 198.14 feet to an iron pin; thence with the line of property now or formerly of Terrence Anne Greer N. 7-36 E. 100.2 feet to an iron pin; thence a new line through Lot No. 333 N. 77-44 E. 177.22 feet to an iron pin on the Western side of Brigham Creek Drive; thence with the curve of the Western side of Brigham Creek Drive, the chords of which are as follows: S. 0-20 W. 44 feet to an iron pin, and thence S. 8-12 E. 50 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of Julian Road Developers, dated July 27, 1984, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1218 at page 528, on August 2, 1984.



which has the address of Lot 333, Brigham Creek Drive 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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