

MORTGAGE

VOL 1677 PAGE 17
Documentary Stamps are figured on
the amount financed. \$ 10,057.03

THIS MORTGAGE is made this 12th day of July 1984, between the Mortgagor, Gordon M. Pettit (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 Ten Thousand Fifty Seven dollars & 03/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 12th, 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 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 unit, situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Unit No. 46, of Faris Ridge Horizontal Property Regime as is more fully described in Master Deed dated May 10, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1102 at Pages 618 through 682, inclusive, and survey and plot plan recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 6V at Page 96.

This conveyance is subject to all restrictive covenants, set-back lines, easements and rights-of-way as shown on the aforementioned Master Deed of record, as shown on the recorded plat(s) and which may be determined from as inspection of the premises.

This is the identical property conveyed to the Grantor and the Grantee herein by deed from First Carolina Construction Co. dated and recorded on July 29, 1981, in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1152, Page 572.

As part of the consideration for this conveyance, the Grantee herein assumes and agrees to pay the balance on that certain promissory note and real estate mortgage given by Mark Walker Payne and Gordon Montroy Pettit to First Federal Savings and Loan Association on July 29, 1981, in the original sum of \$25,000.00; said mortgage being recorded in the R.M.C. Office for Greenville County in Mortgage Book 1548, Page 336, and having a remaining balance due thereon of \$24,884.49.

- (1) This is the same property conveyed by deed of First Carolina Construction Co. Inc. to Gordon Montroy Pettit & Mark Walker Payne, dated 7-29-81 recorded 7-29-81, in Volume 1152, at Page 572, in the R.M.C. Office for Greenville County.

(CONT.)

which has the address of 46 E. Faris Cr. Greenville S.C. 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 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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