

FILED  
AUG 29 1984  
Donnie S. Tankersley

Documentary Stamp is figured on  
the amount financed: \$ 45,667.53

# MORTGAGE

VOL 1679 PAGE 496

THIS MORTGAGE is made this 17th day of July, 1984 between the Mortgagor, James P. Hall and Carolyn W. Hall (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 forty five thousand, sixty seven and 53/100 Dollars, which indebtedness is evidenced by Borrower's note dated 7/16/84 (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 lot of land situate on the eastern side of Henderson Road, in the City of Greenville, Greenville County, State of South Carolina, being shown as Lot No. 11 on Plat of Section E, Gower Estates, made by R.K. Campbell and Webb Surveying & Mapping Company, in October, 1964, and recorded in Plat Book BBB at Page 71, and having the following metes and bounds, to-wit:

BEGINNING at iron pin on the east side of Henderson Road at the joint front corner of Lots Nos. 10 and 11, and running thence along the line of Lot No. 10, N. 78-29 E., 228.7 feet to an iron pin; thence N. 15-34 W., 160 feet to an iron pin; thence S. 77-56 W., 191 feet to an iron pin on the east side of Henderson Road; thence with the east side of Henderson Road, S. 2-00 E., 160 feet to the beginning corner.

This conveyance is made subject to any restrictive covenants, building set-back lines, rights-of-way and easements which may affect the above described property.

The grantees herein assume and agree to pay the balance due on that certain note and mortgage given to Fidelity Federal Savings and Loan Association in the original amount of \$28,000.00 recorded November 18, 1965, in REM Volume 1014 at Page 124. The balance due for assumption is \$26,068.25.

This is that same property conveyed by deed of Joy Foster Coker to Carolyn W. Hall and James Preston Hall, Jr., dated 4/30/69, recorded 4/30/69, in Volume 867 at Page 101, in the R.M.C. Office for Greenville County, SC.

which has the address of 447 Henderson Road, Greenville, SC 29607 (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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