

MORTGAGE

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THIS MORTGAGE made this 19th day of October 1984 between the Mortgagee, Jack S. Butler & Wilma C. Butler (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 Twenty nine Thousand Two Hundred Fifty Seven & 20/100's Dollars, which indebtedness is evidenced by Borrower's note dated 10-19-84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11-01-94

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 in Greenville County, State of South Carolina, near the City of Greenville, and being known and designated as Lot Number 38 of the Property of Wm. R. Timmons, Jr., according to a plat of record in the RMC Office for Greenville County in Plat Book XX at page 9, therein described more completely.

This is the same property conveyed to the grantors by deed of William R. Timmons, Jr. dated August 24, 1966 and recorded in Book 805 at page 540 in the RMC Office for Greenville County. Recorded 9-6-66.

BEGINNING at a point on the Southeastern side of Childress Drive at the joint front corner of Lots 37 & 38 and running thence with the Southeastern side of Childress Drive S 46-40 W 87.95 feet to a point; thence continuing with the Southeastern side of Childress Drive S 50-07 W 90.65 feet to a point; thence following the Eastern intersection of Childress Drive with Fairfax Drive (the chord of which is S 4-46 E 34.5 feet to a point; thence with the Northeastern side of Childress Drive S 59-40 E. 49.7 feet to point at the corner of Lot 38; thence N 67-21 E 197.8 feet to a point at the joint rear corner of Lots 37 and 38; thence N 43-01 W 139.5 feet to the point of BEGINNING.

which has the address of 207 Childress Drive, Greenville, South Carolina (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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