

FILED MORTGAGE  
GREENVILLE, S.C.

JUL 29 3 53 PM '83

THIS MORTGAGE is made this 28th day of July 1983, between the Mortgagor, Cary M. Phillips (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 Seven Thousand Six Hundred Fifty (\$7,650.00) and NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1988.

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:

Cary M. Phillips, his assigns and heirs forever:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 37, as shown on a Plat of OAK HOLLOW Subdivision, Section II, prepared by Dalton & Neves Co., Engineers, dated October 1, 1980, and recorded in the RMC Office for Greenville County in Plat Book 7-X at Page 51, reference to said plat is hereby made for a more particular description.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

This being the same property conveyed to the mortgagor herein by deed from the mortgagee herein and to be recorded herewith in the RMC Office for Greenville County.

STATE OF SOUTH CAROLINA  
RECORDS AND DEEDS DIVISION  
GREENVILLE  
STAMP  
TAX \$ 03.00

which has the address of Lot 37, Section II Oak Hollow Subdivision (Street) (City)  
South Carolina (herein "Property Address"); (State and Zip Code)

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 dedications, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy issued by Lender on or interest in the Property.

SOUTH CAROLINA ENVIRONMENTAL INSTRUMENT

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