

FILED
GREENVILLE
SEP 22 2 29 PM '83

MORTGAGE

800-1627-37

THIS MORTGAGE is made this 21st day of September, 1983, between the Mortgagor, Albert Leach

(herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL FEDERAL BANK, F.S.B., 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 and No/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 21, 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 October 1, 2013;

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 with the buildings and improvements thereon lying and being on the easterly side of Birnam Court near the City of Greenville, South Carolina, being known and designated as Lot No. 10 on plat of Birnam Woods recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D, at Page 56 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Birnam Court said pin being the joint front corner of Lots 10 and 11 and running thence with the common line of said lots N. 80-09 E. 183.2 feet to an iron pin the joint rear corner of Lots 10 and 11; thence S. 8-02 E. 110 feet to an iron pin the joint rear corner of Lots Nos. 9 and 10; thence with the common line of said lots S. 80-14 W. 187.9 feet to an iron pin on the easterly side of Birnam Court; thence with the easterly side of Birnam Court N. 5-36 W. 110 feet to an iron pin the point of beginning.

This is the identical property being conveyed this date to the mortgagor herein by deed of George R. Tomaich and Mary Jo Tomiach dated September 16, 1983 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1196, at Page 910 on September 22, 1983.

which has the address of 112 Birnam Court Greenville (City) S. C. 29615 (State and Zip Code) (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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