

GREENVILLE, S.C. MORTGAGE

FILED
DEC 3 1983

Mortgagee's Address:
P.O. Box 1268
Greenville, S.C. 29602

THIS MORTGAGE is made this 1st day of December 1983 between the Mortgagors, Thomas W. Smith & Barbara S. Smith (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 & No/100 (\$7,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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 December 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:

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. 36, as shown on a Plat of Revision Lot No. 36 OAK HOLLOW Sub-division, prepared by Dalton & Neves Co., Engineers, dated October 1983, containing 2.27 Acres and recorded in the RMC Office for Greenville County in Plat Book 10-E at Page 74, reference to said plat is hereby made for a more particular description. Subject however to all easements as shown thereon.

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 Mortgagors herein by deed from the Mortgagee herein to be recorded herewith.

which has the address of Oak Hollow Subdivision 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 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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