

FILED S.C. MAY 22 11 13 AM '84

MORTGAGE

THIS MORTGAGE is made this 22 day of May 1984, between the Mortgagor, Buddy L. Smith and Dana R. Smith and Mary C. 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 Twenty-four thousand and no/100 (\$24,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 22, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2014.

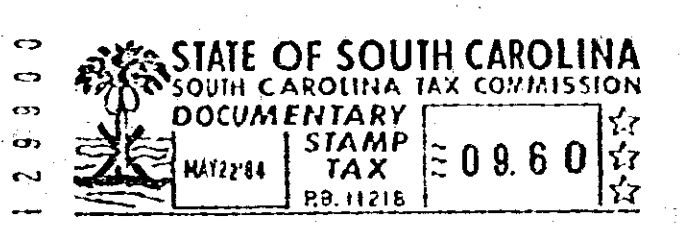
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 real property situate in the County of Greenville, State of South Carolina, more particularly described as Apartment Unit Number 9 B of Yorktown Horizontal Property Regime, being a Condominium, according to plans of said dwelling, recorded in the office of the Register of Mesne Conveyances for Greenville County in Deed Book 1131 at Page 70, et seq., together with an undivided interest in the common elements declared by the Master Deed to be appurtenant to the said Apartment Unit.

Subject to all of the provisions of the Master Deed thereof, dated August 12, 1980, and recorded August 13, 1980, in the office of the Register of Mesne Conveyance for Greenville County in Deed Book 1131 at Page 70, et seq.

Together with all of the appurtenances thereto according to said Master Deed and the Grantee(s) assume and agree to observe and perform their obligations under said Master Deed including, but not limited to the payment of assessments for the maintenance and operation of the Apartment and Condominium. And subject to the provisions of the By-Laws of Yorktown Association, and to all reservations and restrictions of record, easements and rights of way of record, including those as set out in the aforesaid map.

This being the same property conveyed to the Mortgagors herein by Deed of U. S. Shelter Corporation, said Deed being dated of even date and recorded in the office of the Register of Mesne Conveyances for Greenville County in Deed Book at Page.



which has the address of 9-B Yorktown Horizontal Property Regime, Greenville, SC (Street) (City) (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 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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