

MORTGAGE

THIS MORTGAGE is made this 11th day of May 19 84, between the Mortgagor, Henry E. and Frances Lake (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 six thousand four hundred twenty seven and 44/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 11, 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 April 20, 1987.

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 piece, parcel and tract of land in Gantt Township, County and State aforesaid, being known and designated as Lot No. 4 of a re-sub of part of Oakvale Terrace according to a plat of J. C. Hill, Engineer, dated June 1, 1956, which said Plat is recorded in the office of the R.M.C. for Greenville County, South Carolina in Plat Book "LL", Page 59, and being more fully described as follows:

Beginning at an iron pin on the east side of Oakvale Circle, joint front corner of Lots 4 and 5, and running thence along the east side of Oakvale Circle S. 3-30 W. 75 feet to an iron pin, joint front corner of lots 3 and 4; thence turning and running along joint line of said lots S. 86-30 E. 125 feet to an iron pin, joint rear corner of lots 3 and 4; thence turning and running N. 3-30 E. 75 feet to an iron pin, joint rear corner of lots 4 and 5; thence turning and running along joint line of said lots N. 86-30 W. 125 feet to an iron pin, the point of beginning.

This is that same property conveyed by deed of Oakvale Enterprise to Henry Earl Lake and Fances Lake, dated 5-29-58, recorded 6-2-58, in Volume 599, at Page 272, in the R.M.C. Office for Greenville County, S. C.

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, being known and designated as LOT No. 5 of Oakvale Terrace as shown on plat designated as a resurvey of Oakvale Terrace made by J. C. Hill, June 1, 1956 and recorded in the R.M.C. Office for Greenville County in Plat Book LL, at page 59 and described as follows:

Said lot fronts 75 feet on Oakvale circle and runs back in parallel lines 125 feet and having 75 feet on the rear of said lot.

This property is sold subject to all recorded restrictions pertaining to said subdivision and to all easements, rights of way, reservations and set-back lines as shown on above plat. (Continued on back)

which has the address of RT. 5, Box 294, (Oakvale Cr.), Riedmont, SC 29651 (herein "Property Address");

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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.

REC-59

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