

FILED
GREENVILLE, S.C.

MORTGAGE

JUN 28 3 11 PM '84

THIS MORTGAGE is made this 28th day of June 19.84. between the Mortgagor, ROBERT TOMLINSON AND VALERIE ANN TOMLINSON (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").

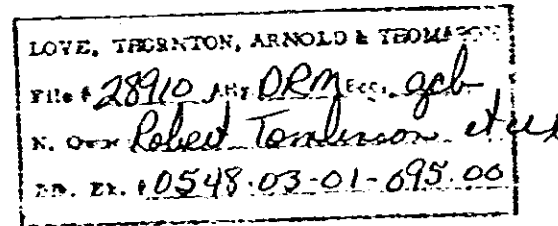
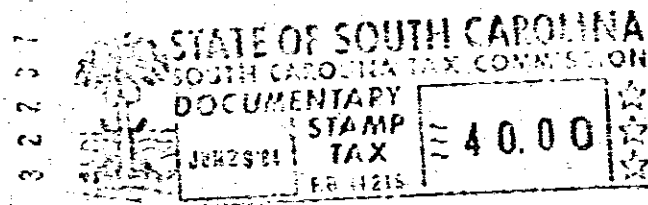
WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 28, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 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 lot of land, together with improvements thereon, situate on the northwestern side of Briarwood Drive in the County of Greenville, State of South Carolina, being shown as Lot No. 103 on a plat of Holly Tree Plantation Subdivision, Phase III, Section II, recorded in Plat Book 7-C at page 27 in the R.M.C. Office for Greenville County, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwestern side of Briarwood Drive at the joint front corner of Lot 103 and Lot 104, and running thence with Lot 104, N. 36-29 W. 145.59 feet to an iron pin at the joint rear corner of Lot 103 and Lot 104; thence with Lot 96, N. 36-36 E. 75 feet to an iron pin at the joint rear corner of Lot 102 and Lot 103; thence with Lot 102, S. 49-54 E. 162.85 feet to an iron pin on Briarwood Drive; thence with said drive, S. 47-25 W. 90 feet to an iron pin; thence still with said drive, S. 54-53 W. 20 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Franklin Enterprises, Inc. dated June 28, 1984, to be recorded herewith.



which has the address of 401 Briarwood Drive, Simpsonville, SC 29681

(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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