

VOL 1686 PAGE 78

0078

FILED  
RECORDED  
OCT 10 9 51 AM '84

# MORTGAGE

652 P. 935

THIS MORTGAGE is made this 13th day of AUGUST 1984 between the Mortgagor, WESLEY J. W. COBB AND EDNA R. COBB (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 TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 13, 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 February 11, 1985

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 AND ANDERSON State of South Carolina:

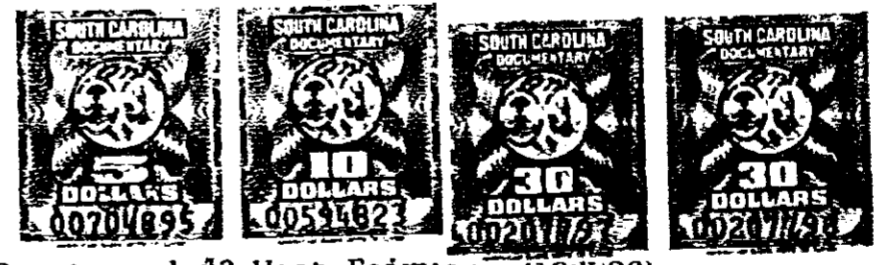
ALL that piece, parcel or tract of land situate, lying and being on the easterly side of the I-85 Frontage Road in Brushy Creek Township, Anderson County, South Carolina, containing 2.0 acres, shown on a plat entitled "PARTIAL SURVEY FOR BUTLER ROAD MACHINE AND TOOL CO., INC." dated September 23, 1975, revised January 8, 1980 and June 26, 1980, made by Carolina Surveying Company recorded in Plat Book 88, page 139, Office of the Clerk of Court for Anderson County, S.C., and a more recent plat entitled "Survey for J. W. Cobb", dated June 27, 1984, prepared by Robert R. Spearman, Surveyor, and recorded in the Office of the Clerk of Court for Anderson County, S.C. in Plat Book 92, page 40, reference to said more recent plat is hereby craved for a metes and bounds description thereof.

This is the same property conveyed to J. W. Cobb by deed of Metromont Materials Corp., to be recorded of even date herewith.

ALSO: ALL that certain piece, parcel or lot of land situate, lying and being in Grove Township, County of Greenville, State of South Carolina, containing 1.24 acres, more or less, designated as Lot No. 9 on a plat of Section I of Belle Terre Acres, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 000, page 105, and on a more recent survey entitled "Survey for Edna R. Cobb", dated October 6, 1983, prepared by Robert R. Spearman, Surveyor, recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 10-B, page 80, reference to said more recent plat is hereby craved for a metes and bounds description thereof.

This being the same property conveyed to Edna R. Cobb by deed of Audrey K. Babcock, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 1071, page 666 on January 10, 1978.

SC10 ---1 OCT 18 84  
400 3  
030  
11A01



which has the address of Highway 85, Anderson County and #3 West Fairway, Piedmont, 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 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.

4328-11-21