

FILED
GREENVILLE CO. S. C.
NOV 4 3 35 PM '83

MORTGAGE

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THIS MORTGAGE was made this 31st day of October 1983, between the Mortgagor, J. Wayne Davis and Diane H. Davis (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F. S. B., 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 Two Thousand and NO/100 (\$22,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 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, 2003;

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, lying and being on the westerly side of Timber Lane, near the City of Greenville, South Carolina, being known and designated as Lot No. 8 on plat of Altamont Village, Section 1, as Recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X, at Page 13, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Timber Lane, said pin being the joint front corner of Lots 7 and 8, and running thence with the common line of said lots S. 88-56 W. 143 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence N. 1-04 W. 70 feet to an iron pin at the joint rear corner of Lots 8 and 9; thence with the common line of said Lots N. 88-56 E. 143 feet to an iron pin on the westerly side of Timber Lane; thence with the westerly side of Timber Lane S. 1-04 E. 70 feet to an iron pin at the point of beginning.

This is the property conveyed to the Mortgagors herein by deed of Rockwold Developers, Limited Partnership, dated January 31, 1983, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1181, at Page 707, on February 1, 1983.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
STAMP TAX \$00.00

which has the address of Lot 8, Timber Lane, Greenville, S. C. 29609 (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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