

GREENVILLE, S.C.
JUL 19 9 12 AM '84
DOUGLAS BROTHERS L.L.C.

MORTGAGE

Vol 1508 Page 281

THIS MORTGAGE is made this 18th day of June 1984, between the Mortgagor, Gautam P. Shah and Saroj G. Shah (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").

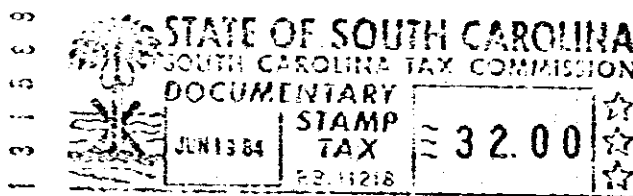
WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY THOUSAND AND NO/100 (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 18, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, 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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 24 on plat of HERITAGE LAKES recorded in the RMC Office for Greenville County in Plat Book 6H, Page 18 and also as shown on a more recent plat prepared by Freeland & Associates, dated June 18, 1984, entitled, "Property of Gautam P. Shah and Saroj G. Shah", recorded in the RMC Office for Greenville County in Plat Book 10-S, at Page 17 and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Harness Trail, joint front corner of Lots 24 and 25 and running thence with the curve of said Harness Trail, the chord of which is S 00-18-16 E 156.09 feet to an iron pin; thence continuing along Harness Trail, S 17-30-02 W 30.37 feet to an iron pin; thence turning and running N 72-29-59 W 218 feet to an iron pin; thence turning and running along the center of a creek as the line, N 0-21-39 E 49.89 feet to an iron pin; thence turning and running along the common line of Lots 24 and 25, N 71-53-28 E 227.16 feet to an iron pin on the western side of Harness Trail, the point of BEGINNING.

This being the same property conveyed to Mortgagors herein by deed of Stephen D. Owens and Jackie L. Owens to be recorded of even date herewith.



GCTO
-----3
JUN 19 84

which has the address of 603 Harness Trail Simpsonville, S.C. 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.

1508 281

1508 281