

MORTGAGE

THIS MORTGAGE is made this 22nd day of June 1984, between the Mortgagor, JAMES W. GATHINGS and JOHNSIE D. GATHINGS (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK-ESB, a corporation organized and existing under the laws of South Carolina whose address is P. O. Box 1268, Greenville, S. C. 29602 (herein "Lender").

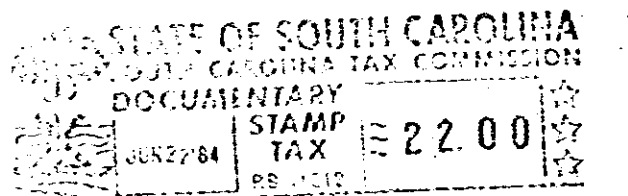
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand No. and No/100ths (\$55,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 22, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, 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 with the buildings and improvements thereon, lying and being in the County of Greenville, near the City of Greenville, State of South Carolina, on the easterly side of Stonehenge Court, shown and designated as Lot Number Six (6) on plat entitled "Windsor Oaks, Section 1" prepared by Kermit T. Gould, dated February 22, 1979 and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7C, at page 8, and as shown on a more recent survey prepared by Freeland & Associates entitled "Windsor Oaks, Section 1, Lot 6 - Property of James W. Gathings and Johnsie D. Gathings", and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Stonehenge Court, said pin being the joint front corner of Lots Six (6) and Seven (7), and running thence S. 85-50 E. One Hundred Sixty and Eight One-Hundredths (160.08') feet to an iron pin, the joint corner of Lot Six (6) and lands now or formerly owned by Rusty Brook Corp.; thence turning and running with the common line of said lands S. 04-06 W. One Hundred Eleven and Five One-Hundredths (111.05') feet to an iron pin, the joint rear corner of Lots Five (5) and Six (6); thence turning and running with the common line of Lot Five (5) N. 85-52 W. One Hundred Twenty-Three and Five One-Hundredths (123.05') feet to an iron pin on the easterly side of Stonehenge Court; thence turning and running with the easterly side of Stonehenge Court N. 26-05 W. One Hundred Two and Ninety-Five One-Hundredths (102.95') feet to an iron pin; thence turning and continuing with the easterly side of Stonehenge Court N. 37-42 E. Twenty-Six and Sixty-Three One-Hundredths (26.63') feet to an iron pin, the point of beginning.

This is the identical property conveyed unto the Mortgagors herein by deed of Gary F. Kiel and Rosemarie Kiel, dated June 22, 1984, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book _____, at page _____.



which has the address of 104 Stonehenge Court Taylors (City) S. C. 29687 (State and Zip Code) (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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