

FILED GREENVILLE S.C. JUN 25 A 53 PM 1984 MORTGAGE

20780 OLM get Jerome W. Nix & Nancy B. Nix T31-3-116

THIS MORTGAGE is made this 25th day of June 1984, between the Mortgagors, JEROME W. NIX AND NANCY B. NIX VOL 1009 PAGE 434

(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 SIXTY-EIGHT THOUSAND EIGHT HUNDRED & NO/100 (\$68,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 25, 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 County of Greenville, State of South Carolina, on the northern side of Northway Drive and being shown as a portion of Lot No. 146, all of Lot No. 147, and a portion of Lot No. 148 of Section III, ORCHARD ACRES Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book QQ at page 143, and being shown on a plat entitled "Property of Billy Mack Roger and Donna L. Roger" prepared by Carolina Surveying Company, dated April 27, 1979, and recorded in the R.M.C. Office for Greenville County in Plat Book 7-E at page 8, and being shown on a more recent plat entitled "Survey for Jerome W. Nix and Nancy B. Nix" prepared by Jeffery M. Plumblee dated June 18, 1984, and recorded in Plat Book 10 Q at page 78 in the R.M.C. Office for Greenville County, and having, according to said latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Northway Drive 538 feet east of the intersection of Northway Drive and Fairhaven Drive, and running thence with the creek as the line as follows: N. 23-16 E. 71.1 feet to a point and N. 54-05 E. 39.5 feet to a point; thence leaving creek and running N. 15-52 W. 84.1 feet to an iron pin in the joint line of Lots 146 and 222; thence with the rear line of Lot 146, N. 86-16 E. 90.3 feet to an iron pin; thence N. 75-13 E. 123.4 feet to an iron pin; thence S. 84-40 E. 4 feet to an iron pin; thence a new line through Lot 148, S. 4-18 E. 186.8 feet to an iron pin on the northern side of Northway Drive; thence with Northway Drive, S. 85-36 W. 265.2 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Jerome W. Nix and Nancy B. Nix dated June 25, 1984, to be recorded herewith.

STATE OF SOUTH CAROLINA SOUTH CAROLINA TAX COMMISSION DOCUMENTARY STAMP TAX 27.52 JUN 26 1984

which has the address of 7 Northway Drive, Taylors, South Carolina 29687 (Street) (City) (herein "Property Address"); (State and Zip Code)

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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