

GREENVILLE
MORTGAGE

JUL 1 3 37 PM '83

THIS MORTGAGE is made this 30TH day of JUNE, 1983, between the Mortgagor, DAVID LEE SPEAR AND KATHRINE G. SPEAR (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, F.S.B., a corporation organized and existing under the laws of THE STATE OF SOUTH CAROLINA, whose address is 101 E. COFFEE STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

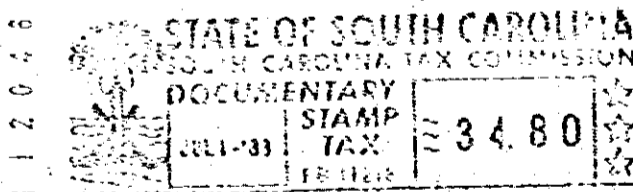
WHEREAS, Borrower is indebted to Lender in the principal sum of EIGHTY SEVEN THOUSAND AND NO/100 (\$87,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 30, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 1, 2013

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 PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING ON THE SOUTHWESTERN SIDE OF THE INTERSECTION OF TERRENCE COURT AND ROSEBUD COURT, IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NO. 357 ON PLAT ENTITLED "SECTION 15, DEVENGER PLACE", PREPARED BY DALTON & NEVES CO., DATED MAY, 1981, RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY IN PLAT BOOK 8-P AT PAGE 26, AND HAVING, ACCORDING TO SAID PLAT, THE FOLLOWING METES AND BOUNDS, TO-WIT:

BEGINNING AT AN IRON PIN ON THE SOUTHERN SIDE OF TERRENCE COURT AT THE INTERSECTION OF TERRENCE COURT WITH ROSEBUD COURT, AND RUNNING THENCE WITH SAID INTERSECTION, THE CHORD OF WHICH IS S. 61-05 E. 38.84 FEET TO AN IRON PIN ON THE WESTERN SIDE OF ROSEBUD COURT; THENCE RUNNING ALONG THE WESTERN SIDE OF ROSEBUD COURT AS FOLLOWS: S. 23-09 E. 13.60 FEET, S. 30-47 E. 35.00 FEET, AND S. 40-01 E. 50.0 FEET TO AN IRON PIN AT THE JOINT FRONT CORNER WITH LOT 358; THENCE RUNNING ALONG THE COMMON LINE WITH LOT 358, S. 65-04 W. 87.91 FEET TO AN IRON PIN; THENCE ALONG THE COMMON LINE WITH DEVENGER PLACE SECTION NO. 5, S. 77-54 W. 56.16 FEET TO AN IRON PIN AT THE JOINT REAR CORNER WITH LOT NO. 359; THENCE ALONG THE COMMON LINE WITH LOT 359, N. 11-54 W. 138.36 FEET TO AN IRON PIN ON THE SOUTHERN SIDE OF TERRENCE COURT; THENCE ALONG SAID TERRENCE COURT, N. 79-56 E. 74.91 FEET TO AN IRON PIN, THE POINT OF BEGINNING.

THIS IS THE SAME PROPERTY CONVEYED TO THE MORTGAGORS HEREIN BY DEED OF BOB MAXWELL BUILDERS, INC., DATED JUNE 30, 1983, AND RECORDED HEREWITH.



which has the address of 103 Rosebud Court, Greer, South Carolina 29651, (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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