

FILED GREENVILLE S.C. MORTGAGE

JUL 29 4 08 PM '83

THIS MORTGAGE is made this 29th day of July 1983, between the Mortgagee, WILLIE ELROD AYERS AND CHARLOTTE DENNY AYERS (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 Sixty Thousand and No/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 29, 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 August 1, 1998

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 those pieces, parcels or lots of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lots Nos. 4 and 5 as shown on a plat of property of Charlotte R. Mallard, recorded in the R.M.C. Office for Greenville County in Plat Book F at page 169, and having, in the aggregate, according to a more recent plat prepared by Freeland & Associates, dated June 23, 1983, entitled "Property of Willie Elrod Ayers and Charlotte Denny Ayers", and recorded in the R.M.C. Office for Greenville County in Plat Book 4V at page 97, the following metes and bounds:

BEGINNING at an iron pin at the Northwestern corner of the intersection of North Main Street and West North Street, and running thence with the Northern edge of the right of way for West North Street N. 69-50 W. 130.06 feet to an iron pin on the Eastern edge of the right of way for a 10 foot alley; thence with the Eastern edge of the right of way for said 10 foot alley N. 20-03 E. 75 feet to a nail in the corner of a wall; thence with the Southern face of a brick wall S. 69-50 E. 30 feet to a nail in the corner of a wall; thence with the Western face of a brick wall, being rear lines of Lots Nos. 1, 2 and 3, S. 20-00 W. 56 feet to a point in the center line of an 8 inch partition wall at the joint rear corner of Lots Nos. 3 and 4; thence with the line of Lot No. 3 through said 8 inch partition wall S. 69-50 E. 100 feet to a nail in the corner of a wall on the Western edge of the right of way for North Main Street; thence with the Western edge of the right of way for North Main Street S. 20-00 W. 19 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of The South Carolina National Bank, as Tr. for Adger S. Reeves and The South Carolina National Bank, as Tr. for Thaddeus B. Reeves, dated July 28, 1983, and recorded in the R.M.C. Office for Greenville County in Deed Book 1193 at page 381, on July 29, 1983, and by deed of William S. Bradley, Jr., dated July 27, 1983, and recorded in said R.M.C. Office in Deed Book 1193 at page 387, on July 27, 1983, and by deed of Elizabeth B. Bentley, dated July 27, 1983, and recorded in said R.M.C. Office in Deed Book 1193 at page 384, on July 29, 1983.

which has the address of 201 N. Main Street Greenville South Carolina 29601 (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.

Vertical stamp on the left margin: JUL 29 1983 9:17

Vertical stamp on the right margin: 3040

Vertical stamp on the right margin: 1328 RV 29