

FILED  
GREENVILLE  
AUG 5 4 05 PM '83  
DONNIE S. SLEY  
RMC

**MORTGAGE** 1619 878

THIS MORTGAGE is made this 5th day of August 1983, between the Mortgagor, SAMUEL W. HAMMOND and WILLIAM C. HAMMOND, JR. (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 ONE HUNDRED FIFTY THOUSAND & NO/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 5, 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 September 1, 2003

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 lot or parcel of land located in the City of Greenville, County of Greenville, State of South Carolina, on the eastern side of Manly Street, being shown and described on a survey of the Property of Emil L. Frohlich by Dalton & Neves, Engineers, dated December, 1959, recorded in the RMC Office for Greenville County, S.C., in Plat Book TT at Page 159, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Manly Street, located approximately 140 feet north of the intersection of Manly Street with East Washington Street, and running thence N. 14-52 W. 80 feet to an iron pin; thence N. 74-59 E. 172.5 feet to an iron pin; thence S. 15-15 E. 80 feet to an iron pin; thence S. 74-59 W. 173 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors by deed of Charles E. Quinn and Ethel H. Quinn dated July 10, 1978, recorded July 11, 1978, in the RMC Office for Greenville County, S.C., in Deed Book 1082 at Page 889.

which has the address of Virginia Apartments, 10 Manly Street, Greenville, S.C. 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.

1619 878

1619 878