

FILED
GREENVILLE

MORTGAGE

1983-12-16

THIS MORTGAGE is made this 16th day of August 1983 by and between the Mortgagor, **ROLAND LUPU** of South Carolina, therein "Borrower", and the Mortgagee, **AMERICAN FEDERAL BANK CORPORATION** of South Carolina, a corporation organized and existing under the laws of the State of South Carolina, whose address is Suite 205, Beaver Plaza, 1301 York Road, Luthersville, Maryland 21093, therein "Lender".

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 37,455.00 which indebtedness is evidenced by Borrower's note dated August 16, 1983 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on September 15, 1993;

TO SECURE to Lender 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, 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 tract of land situate, lying and being in the County of Greenville, State of South Carolina, containing 4.00 acres, more or less, and having, according to a plat of the Property of C.R. Shook prepared by Carolina Surveying Company, dated March 7, 1978, and recorded in the RMC Office for Greenville County, in Plat Book 6R at Page 19, the following metes and bounds, to wit:

BEGINNING at a railroad spike in the center of Holly Drive at the joint corner of property herein and property of John L. Kuykendall, which railroad spike is 605.3 feet southeast of the intersection of Holly Drive and Highway #50; running thence with the Kuykendall line N 4-25 W, 670.4 feet to an iron pin; thence N 86-44 E, 255.9 feet to an iron pin; thence S 3-16 E, 725 feet to an iron pin in the center of said Drive N 85-38 W, 150 feet to an iron pin; thence continuing with the center of said Drive N 72-57 W, 100 feet to a railroad spike, the point of beginning.

DERIVATION: Deed of Pauline Bourget recorded June 23, 1978 in Deed Book 1081 at Page 855 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of Roland Lupu to United Federal Savings and Loan (now known as American Federal Bank, F.S.B.) in the original sum of \$22,000.00 dated November 15, 1978 and recorded November 20, 1978 in Mortgage Book 1450 at page 686 in the Greenville County RMC Office.

which has the address of Route 2, Holly Drive, Pelzer, SC 29669 South Carolina (therein "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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum therein "Funds" equal to one-twelfth of the yearly taxes and assessments (including condominium and

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