

GREENVILLE  
FILED  
AUG 18 2 06 PM '83  
MORTGAGE

THIS MORTGAGE is made this 18th day of August, 1983, between the Mortgagor, James D. Haynes and Carroll D. Carson, D/B/A H & C Builders, (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 Fifty Thousand Eight Hundred and NO/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 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 February 18, 1984.

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 and lot of land in the County of Greenville, State of South Carolina, being shown and designated as LOT NO. 62, on plat of Northwood, Section 2, according to survey and plat entitled "Survey for James D. Haynes and Carroll D. Carson", prepared by Lindsey & Associates, dated August 17, 1983, and recorded in the RMC Office for Greenville County in Plat Book 9-X, page 39.

This conveyance is subject to all restrictions, easements, rights of way, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagors by deed of Balentine Brothers Builders, Inc., recorded in the RMC Office for Greenville County on June 15, 1983, in Deed Book 1190 at page 306.

which has the address of 62 Bendingwood Circle, 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 of this Mortgage, if on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower is in default and delinquent in the payment of the Property taxes, claims and other obligations, and that there are no liens or encumbrances on the Property, except as set forth in exceptions to the above, and that Borrower is not in default in the payment of the Property

RES 20

1983