

Aug 26 1983

**MORTGAGE**

009-1622-906

THIS MORTGAGE is made this 26th day of August 1983 between the Mortgagor, McKinney & Jones Real Estate Corp. (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 One hundred forty-eight thousand and 00/100 (\$148,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 26, 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, 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 that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying and being on the north-east intersection of Old Woodruff Road and Haywood Road and having, according to a plat entitled "Property of McKinney-Jones Real Estate" by Freeland and Associates dated August 25, 1983, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Haywood Road at the intersection of Haywood Road and Old Woodruff Road and running thence with Haywood Road N 43-23 E 189.59 feet to an iron pin; thence S 44-24 E 151.72 feet to an iron pin; thence S 46-10 W 189.40 feet to a nail and cap on the northern edge of the Old Woodruff Road; thence with the Old Woodruff Road N 50-06 W 129.12 feet to a railroad spike at the intersection of Haywood Road and Old Woodruff Road; thence with the intersection of Old Woodruff Road and Haywood Road N 2-05 W 18.97 feet to an iron pin, the point of BEGINNING.

Being the same property conveyed to the mortgagors herein by Deed of Harold B. McKinney and W. Roscoe Jones, said Deed being dated October 21, 1964, and recorded in the RMC office of Greenville County in Deed Book 760 at Page 253.

which has the address of 1 Woodruff Road Greenville South Carolina 29607 (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 and conditioned by any covenants or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

16060

16060