

FILED
RECEIVED

900 1826 441

MORTGAGE

THIS MORTGAGE is made this Sixteenth day of September, 19 83, between the Mortgagor, Rockne W. Dyer and Joyce I. Dyer (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 FORTY NINE THOUSAND AND NO/100 (\$49,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 16, 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 October 1, 2013;

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 situate, lying and being in the City of Mauldin, County of Greenville, State of South Carolina, on the northern side of Maple Drive, and being known and designated as the major portion of Lot No. 55 on plat entitled "PEACHTREE TERRACE" dated January, 1956, and recorded in the RMC Office for Greenville County, SC, in Plat Book EE at Page 189; more particularly described on plat prepared for Rockne W. Dyer and Joyce I. Dyer dated September 15, 1983, by R. B. Bruce, RLS, and recorded in the RMC Office for Greenville County, SC, in Plat Book 92 at Page 90, of even date herewith, said plat being craved for the specific metes and bounds as appear thereon.

This being the same property conveyed to Mortgagors herein by deed of Adolphus B. Anderson dated September 16, 1983, and recorded in the RMC Office for Greenville County, SC in Deed Book 1190 at Page 523 of even date herewith.

RECEIVED
GREENVILLE, SOUTH CAROLINA
SEP 20 1983
STAMP
TAX \$ 10.00

which has the address of 314 Maple Drive Mauldin (City), South Carolina 29662 (State and Zip Code) (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 seised 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.

441
040

1826