

GREENVILLE  
FILED  
SEP 21 3 30 PM '83

BOOK 1628 PAGE 804

# MORTGAGE

THIS MORTGAGE is made this 21 day of September, 1983, between the Mortgagor, W.F. Freeman III and Catherine O. Freeman (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 Seventy thousand (\$70,000) Dollars, which indebtedness is evidenced by Borrower's note dated 9/21/83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10/1/2013;

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, known as Lot 69 on plat of Merrifield Park, Section 2, recorded in Plat Book WWW at Pages 50 & 51 of the RMC Office for Greenville County, S.C.

Being the property conveyed to the mortgagors by deed of Albert Leach and Elizabeth S. Leach as recorded on 9/21, 1983 in Deed Book 1196 at Page 799.

This property is further shown on a plat of the property of William F. Freeman, III, et.al. prepared by Freeland & Associates dated August 29, 1983 and recorded herewith. 92/100

C.05

RECORDED  
DOCUMENTARY  
STAMP  
\$ 23.00

which has the address of 118 Courtyard Dr., Greenville, S.C. 29615 (herein "Property Address");  
[Street] [City] [State and Zip Code]

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.

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