

FILED  
GREENVILLE

MORTGAGE

SEP 28 4 04 PM '83

THIS MORTGAGE is made this 23 day of September 1983, between the Mortgagor, Carmical Hunter and Phyllis W. Hunter (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 Eighty Thousand and No/100 (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 23, 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 Greenville County, State of South Carolina and being designated as Lot No. 33 on a plat of Pebblecreek Phase IV, Section II as shown on plat recorded in the RMC Office for Greenville County in Plat Book 7C at page 47 and also shown on survey by Carolina Surveying Company dated September 22, 1983 for Carmical and Phyllis W. Hunter, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of Pebble Creek Court at the joint front corner of lots 32 and 33, and running thence N. 9-35 E. 127.47 feet to a point; thence N. 78-57 E. 85.33 feet to a point on the western edge of Pebble Creek Way; thence S. 13-20 E. 89.94 feet to a point; thence with the curve of intersection of Pebble Creek Way and Pebble Creek Court S. 19-26 W. 35.49 feet to a point on the northern side of Pebble Creek Court; thence along Pebble Creek Court S. 79-31 W. 115.82 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Pebblepart, Ltd, A South Carolina Limited Partnership dated 5/24/83 and recorded in the RMC Office for Greenville County in Deed book 1189 at page 39.

RECORDED IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF THE STATE OF SOUTH CAROLINA IN AND FOR THE COUNTY OF GREENVILLE ON SEP 28 1983

which has the address of Lot #33, Pebble Creek Way, Pebble Creek S/D, Taylors, S.C. 29687 (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.

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