

FILED
GREENVILLE
SEP 28 3 42 PM '83
SOUTH CAROLINA

BOOK 1628 PAGE 205

MORTGAGE

THIS MORTGAGE is made this 28th day of September, 1983, between the Mortgagor, CORDELL P. PORTER and MURIEL J. PORTER (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 NINETY THOUSAND AND NO/100 (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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, 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 situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 97 on plat of CHANTICLEER, SEC. II, recorded in the RMC Office for Greenville County in Plat Book JJJ, Page 71 and also as shown on a more recent survey prepared by Freeland & Associates, dated September 27, 1983, entitled "Property of Cordell P. Porter and Muriel J. Porter" recorded in the RMC Office for Greenville County in Plat Book 10B, Page 28, and having, according to the more recent survey, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of East Seven Oaks Drive, joint front corner of Lots 97 and 98 and running thence with the common line of said lots, S 42-41 W 167.0 feet to an iron pin; thence turning and running N 51-53 W 135.0 feet to an iron pin; thence turning and running with the common line of Lots 96 and 97, N 47-20 E 179.8 feet to an iron pin on the southern side of East Seven Oaks Drive; thence turning and running along East Seven Oaks Drive as follows: S 45-32 E 45.6 feet to an iron pin; thence S 47-19 E 74.4 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Jesse C. Plowden, Jr. and Patricia H. Plowden, to be recorded of even date herewith.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
ON SEP 28 1983
TAX \$ 36.00

which has the address of East 408 Seven Oaks Drive, Greenville, SC (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 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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