

FILED
GREENVILLE CO. S.C.

MORTGAGE

THIS MORTGAGE is made this 28th day of October 1983, between the Mortgagor LEY William B. S. Pressly and Vicki H. Pressly (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-Eight Thousand and No/100ths (\$88,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 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 six (6) months from the date hereof;

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, in the northeastern corner of the intersection of Hammett Road and Breton Drive being shown on a plat of survey entitled "River Downs, Lot 156, Property of Thomas E. Bradley and Linda C. Bradley," prepared by Freeland & Associates, dated April 5, 1982, recorded in the RMC Office for Greenville County in Plat Book 9D, Page 21 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hammett Road at the intersection of said road with Breton Drive and running thence along the southern side of Hammett Road, N. 39-12 E. 161.4 feet to an iron pin; thence S. 50-51 E. 237.45 feet to an iron pin on or near a creek; thence with the creek as the line N. 57-14 E. 32.15 feet to an iron pin, S. 44-18 E. 27.25 feet to an iron pin, and N. 84-53 E. 82.5 feet to an iron pin; thence turning and running S. 34-15 W. 200.75 feet to an iron pin on the eastern side of Breton Drive; thence with Breton Drive, the following courses and distances: S. 74-39 W. 36.66 feet to an iron pin, N. 62-30 W. 42.76 feet to an iron pin, N. 60-00 W. 98.25 feet to an iron pin, N. 56-57 W. 95.18 feet to an iron pin, N. 55-02 W. 71.22 feet to an iron pin, and N. 7-56 W. 34.0 feet to an iron pin on the southern side of Hammett Road, the point of beginning; LESS, HOWEVER, that rear portion of the property herein described which is situate and lying on the southern and eastern side of the centerline of the creek which divides the property as shown on the recorded plat by Freeland & Associates referred to above, and which rear portion is not included in nor covered by the lien of this mortgage.

This property is a portion of that acquired by the mortgagor herein by deed of Thomas E. Bradley and Linda C. Bradley recorded July 9, 1982 in the RMC Office for Greenville County in Deed Book 1169 at Page 894.

STATE OF SOUTH CAROLINA
RECORDS AND DEEDS DIVISION
EXAMINER
DATE RECORDED 10/30/83
TIME 3:52 PM

which has the address of 310 Hammett Road Greer
[Street] [City]
South Carolina 29651
[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.

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