

**MORTGAGE**

THIS MORTGAGE is made this 28th day of November 1983, between the Mortgagor, Holmes Allen Downey and Frances M. Downey (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").

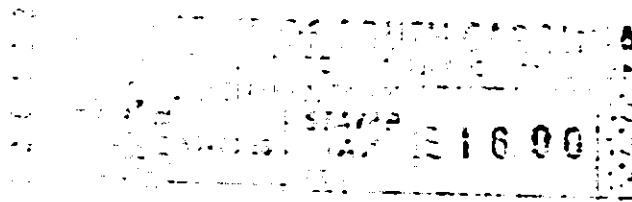
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2003

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 situate, lying and being at the southeastern corner of the intersection of Chestnut Oaks Circle and Briarwood Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as Lot No. 47 of a subdivision known as Holly Tree Plantation, Phase III, Section II, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 7-C at Page 27, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Briarwood Drive, at the joint corner of Lots 46 and 47, and running thence with the joint line of said lots S. 22-10 E. 160 feet to an iron pin at the joint rear corner of Lots 47 and 48; running thence with the joint line of said lots S. 76-47 W. 138.04 feet to an iron pin on the eastern side of Chestnut Oaks Circle; running thence with the eastern side of said Circle N. 19-41 W. 106.05 feet to an iron pin; running thence N. 22-20 E. 37.15 feet to an iron pin on the southern side of Briarwood Drive; running thence with the southern side of said Drive N. 64-21 E. 95 feet to an iron pin, point of beginning.

THIS is the identical property conveyed to the Mortgagors herein by deed of Franklin Enterprises, Inc., to be recorded simultaneously herewith.



which has the address of Lot 47 Chestnut Oaks Circle Simpsonville S.C. 29681 (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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