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# MORTGAGE

THIS MORTGAGE is made this 14<sup>th</sup> day of November 1983, between the Mortgagor, John C. Mitchell, Jr. and Betty G. Mitchell (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 Sixty-Two Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 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, 2013.

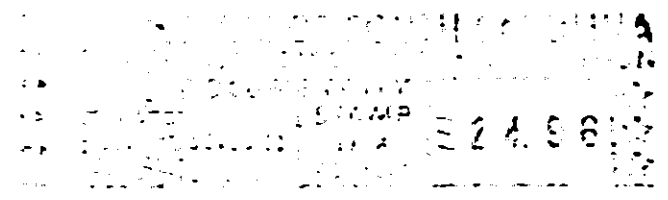
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 with all improvements thereon or hereafter to be constructed thereon and being in the State of South Carolina, County of Greenville, being known and designated as Lot 58, Forrester Woods, as shown on plat thereof recorded in the office of RMC for Greenville County, made by F. V. Clinkscales, Jr., RLS & PE 5767, in Plat Book 10-E at page 29, having the following courses and distances according to said plat:

BEGINNING at a point on the edge of Cold Springs Road, joint front corner of Lots 58 and 59 and running thence N 60-30 W 110 feet, more or less, to a point; thence N 27-38 E 146.4 feet, more or less, to a point; thence S 62-24 E 30 feet to a point; thence S 64-35 E 50 feet more or less, to a point; thence S 16-28 W, 154.9 feet, more or less, to a point, the point of beginning. Block Map #799-M91-1-71.

This conveyance is subject to the restrictions or protective covenants recorded in the office of RMC for Greenville County in Deed Book 942, Page 157.

This being the same property conveyed to John C. Mitchell, Jr. and Betty G. Mitchell by deed from Asberry L. and Terrye E. Windham recorded in the office of RMC for Greenville County in Deed Book 1163, Page 469.



which has the address of 104 Cold Springs Road Greenville (Street) (City)  
SC 29607 (herein "Property Address"); (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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