

FILED  
GREENVILLE, S.C.

VOL 1640 PAGE 654

# MORTGAGE

THIS MORTGAGE is made this 20th day of December, 1983, between the Mortgagor, Richard A. Lackey (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").

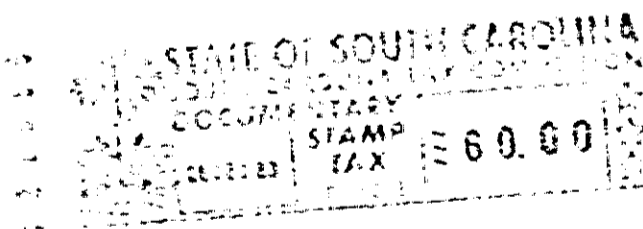
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 20, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2014.

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 lying and being in the State of South Carolina, County of Greenville shown as Lot 4, Section 3 on a plat of Devenger Place - Oxford recorded in the R. M. C. Office for Greenville County, South Carolina in plat Book 7X at Page 3 and being further shown on a plat prepared by Freeland & Associates, James R. Freeland, PE & RLS dated October 14, 1983 and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin old along the western edge of Meadow Wood Drive, said point being 244.7 feet more or less south of Devenger Road and running thence along the western edge of Meadow Wood Drive S. 0-43-30 W. 150.0 feet to an iron pin old; thence running along the line of Lot 3 N. 89-17 W. 349.8 feet to an iron pin old; thence running along the line of Lot 12, Section 2 N. 0-38 E. 150.0 feet to an iron pin old; thence running along the line of Lot 6 and Lot 5, Section 1 S. 89-17 F. 350 feet to an iron pin old along the western edge of Meadow Wood Drive, the point of BEGINNING.

THIS being the same property conveyed to the mortgagor herein by deed of John A. Bolen, Inc. dated October 17, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 1202 at Page 501.



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which has the address of 104 Meadow Wood Drive Greenville  
(Street) (City)  
South Carolina (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.

6-OCT-83

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