

JOHN R. MOLEY MORTGAGE R.M.C.

THIS MORTGAGE is made this 16th day of December 1983, between the Mortgagor, Frank R. and Dianna L. Smith (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 Sixteen Thousand-Two Hundred Four Dollars and 80/100 (16,204.80) Dollars, which indebtedness is evidenced by Borrower's note dated Dec. 16, 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 Jan. 1, 1991

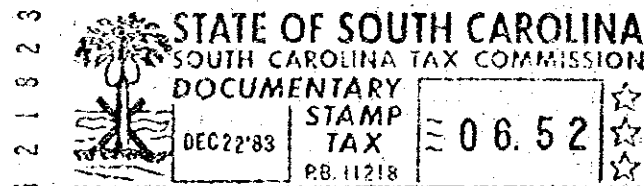
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the county of Greenville, state of South Carolina, being shown as the western portion of Lot No. 35 on plat entitled "Sec. C of Stone Land Company Property" as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book A, at pages 336-345, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Croft Street which point is 54 feet west of the northeastern corner of Lot No. 35, and running thence N. 83-13 W. 54.9 feet to an iron pin at the corner of Lot No. 33; thence S. 01-41 W. 200 feet to an iron pin; thence, S. 83-13 E. 54.9 feet to an iron pin; thence N. 01-41 E. 200 feet to a point, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Frances B. Parent recorded in the R.M.C. Office for Greenville County, South Carolina, on the 9th day of May, 1974, in Deed Volume 998 at page 705.

This mortgage is second and junior in lien to that mortgage given in favor of Wachovia Mortgage Company in the original amount of \$21,000.00 recorded in the R.M.C. Office for Greenville County, South Carolina, on May 10, 1974, in Mortgage Book 1310 at page 21, said mortgage being assigned to The Seaman's Bank for Savings recorded in the R.M.C. Office for Greenville County, South Carolina, on June 6, 1975, in Mortgage Book 1341 at page 179.



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which has the address of ... 207 Croft Street Greenville (City) S. C. 29609 (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 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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