



MORTGAGE

VOL 1043 PAGE 488
Documentary Stamps are figured on
the amount financed: \$ 5,056.04.

THIS MORTGAGE is made this 13th day of December 1983 between the Mortgagor, Floyd Burns (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 Eight Thousand Five Hundred Twenty Five dollars and 76/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 13, 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 5, 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 certain piece, parcel of lot of land situate, lying and being in Greenville County, South Carolina, consistion of wtwo (2) lots, designated as Lot Nos. 43 and 44, Block 1 of Newlands Subdivision, recorded in Plat Book C at Page 199, having a width of 100 feet on the Northwest side of Burgess Avenue, and a depth of 150 feet, with the courses shown on said plat.

This conveyance is make subject to any and all restrictions, easements, rights of way or zoning ordinances that may appear of record, on the recorded plat(s) or on the premises, THE above property being conveyed to Irene M. Brower on June 25, 1947, by deeds recorded in the RMC Office for Greenville County in Deed Book 314 at Page 205 and Deed Book 485 at Page 407. The said Irene M. Brower died testate on November 3, 1877, and by Item IV of her Will the grantor was granted express rights to make this conveyance, as will appear in Apartment 1490, File No. 26, Probate Court for Greenville County.

This is that same property conveyed in deed of Bessis H. New, AS EXECUTRIX OF THE WILL OF Irene M. Brower, Deceased to Floyd Burns dated July 14, 1978 and recorded July 17, 1978 in deed Volume 1083 at Page 314 in the RMC Office for Greenville County, SC.

which has the address of 40 Burgess Ave., Greenville, SC (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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