

FILED GREENVILLE S.C. MORTGAGE

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THIS MORTGAGE is made this 19th day of January 1984, between the Mortgagor, H. Gordon Shelley and Ronald L. Messer (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL Bank, F.S.B., 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").

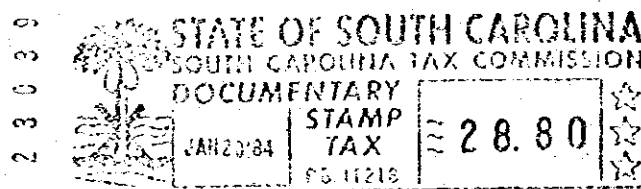
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Two Thousand and No/100 (\$72,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 19, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as the southernmost portion of Lot 38 as shown on a plat of property of William R. Timmons, Jr. prepared by C. O. Riddle, dated July, 1967 and recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 000 at Page 193, and being more specifically shown on a plat entitled "Property of Gordon Shelley and Ron Messer", dated January 13, 1984, prepared by Carolina Surveying Company, R. B. Bruce, RLS and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 38 & 39 along the western edge of Driftwood Drive and running thence down the joint line of lots 38 & 39 S. 75-08 W. 447.5 feet to an old iron pin on a county road; thence with said county road N. 3-34 E. 131.75 feet to an old iron pin; thence N. 75-08 E. 405.85 feet to an iron pin on the western side of Driftwood Drive; thence running down the western edge of Driftwood Drive S. 14-52 E. 125.0 feet to an old iron pin at the joint front corner of Lots 38 & 39, the point of BEGINNING.

THIS being the same property conveyed to the mortgagors herein by deed of Dennis E. Anderson and Bonita H. Anderson, dated November 14, 1983 and recorded in the R. M. C. Office for Greenville County, South Carolina on January 3, 1984 in Deed Volume 1203 at Page 608.



which has the address of 501 Driftwood Drive, Greenville, South Carolina (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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