

Documentary Stamps are figured on
the amount financed: \$ 11,279.06

MORTGAGE

Mortgagee's address: **VOL 1045 PAGE 38**
P. O. Box 1268
Greenville, S. C., 29602

JAN 24 1984
SOUTH CAROLINA
RECORDED

THIS MORTGAGE is made this 27th day of December 1983 between the Mortgagor, Roy C. Willard (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 Fifteen Thousand Eight Hundred Twenty-Six & 20/100 (\$15,826.20) Dollars, which indebtedness is evidenced by Borrower's note dated December 27, 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 15, 1989;

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 Greenville County, South Carolina, and being shown as Lot No. 1, Block L, of Riverside, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book K at Page 281, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Highlawn Avenue, at joint front corner of Lots Nos. 1 and 2, and running thence with the common line of said lots, S. 10-15 W. 163.7 feet to an iron pin; thence N. 79-45 W., 50 feet to an iron pin on the eastern side of Sumter Street; thence with said Street, N. 10-15 E. 163.8 feet to an iron pin at the intersection of Sumter Street and Highlawn Avenue; thence along the southern side of Highlawn Avenue, S. 79-45 E., 50 feet to the point of beginning.

This is the same property conveyed to Roy C. Willard, the mortgagor herein, by deed from Horace Ray Lollis, dated June 5, 1964, and recorded in the R.M.C. Office for Greenville County, S. C. on June 19, 1964 in Deed Book 751, Page 332.

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which has the address of 321 Highlawn Avenue, Greenville, South Carolina, 29611 (herein "Property Address");

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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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4328-11-21