

MORTGAGE

FILED GREENVILLE CO. S. C.

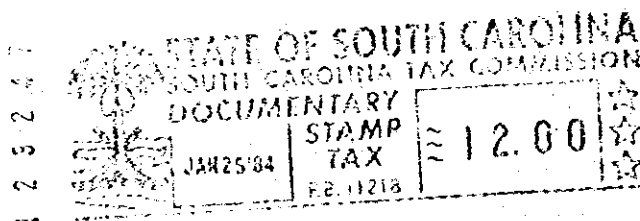
JAN 25 3 40 PM '84
THIS MORTGAGE is made this 19th day of January 1984 between the Mortgagor, Charles W. Potts (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100 (\$30,000.00) 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, 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 certain piece, parcel or lot of land situate, lying and being at the south-western corner of the intersection of Lanewood Drive and Oak Forest Drive, near the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 49 on a Plat of a subdivision known as Pine Forest, recorded in the RMC Office for Greenville County, SC, in Plat Book QQ at Pages 106 and 107, being more particularly described on plat entitled "Property of Charles W. Potts" dated January 17, 1984, by R.B. Bruce, RLS, and recorded in the RMC Office for Greenville County, SC in Plat Book 10-H at Page 6 of even date herewith, said plat being craved for the specific metes and bounds as appear thereon.

This being the same property conveyed to Mortgagor herein and Margaret S. Potts by deed of Lyman M. Black, dated and recorded June 19, 1972, and recorded in the RMC Office for Greenville County, SC, in Deed Book 946 at Page 452; Margaret S. Potts having conveyed her one-half interest to Mortgagor herein by deed dated January 19, 1984, and recorded in the RMC Office for Greenville County, SC, in Deed Book 1205 at Page 130 of even date herewith.



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Route 6, 103 Oak Forest Drive Greenville which has the address of South Carolina 29607 (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".

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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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