

GENERAL FILED
C.S.C.
R.M.C. HUSLEY

MORTGAGE

1648 616

THIS MORTGAGE is made this 2nd day of February, 1984, between the Mortgagor, Russel E. Payne and Teresa C. Payne (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").

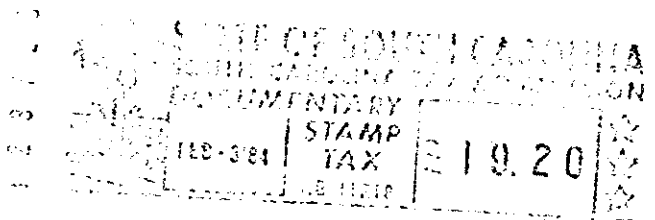
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Eight Thousand and No/100 (\$48,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 2, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 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, lying and being in the State of South Carolina and County of Greenville, lying on Old Farr's Bridge Road, near Berea, and shown as Lot No. 6 according to a plat for Huff and Brewer Developers dated June 23, 1983 by W. R. Williams, Jr., R.L.S. recorded in Plat Book 9-Q at Page 42 in the Greenville County RMC Office. Reference to said plat is craved for a metes and bounds description.

This conveyance is made subject to restrictions recorded in the RMC Office for Greenville County on July 14, 1983 in Deed Book 1192 at Page 335 and all other zoning ordinances, setback lines, roads or passageways, easements and rights of way, if any, affecting the above described property.

This is the same property conveyed to the Mortgagors herein by general warranty deed of Huff and Brewer Developers, a General Partnership on February 2, 1984 and recorded in the RMC Office for Greenville County in Deed Book 1205 at Page 699.



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which has the address of #6, Old Farr's Bridge Road, Greenville, SC 29611 (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.