

Documentary Stamps are figured on the amount financed \$ 10,000.00

# MORTGAGE

Mortgagee's address:  
P. O. Box 1268  
Greenville, S. C., 29602

THIS MORTGAGE is made this 19th day of January 1984, between the Mortgagor, James H. Holland (Same as James H. Holland, Sr.) and Katherine M. Holland (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 Ten Thousand and No/100 (\$10,000.00) 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 10, 1990.

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 with the buildings and improvements thereon, lying and being on the northwesterly side of Club Drive, in the City of Greenville, S. C., being known and designated as Lot No. 42 on plat of Greer and Anderson, as recorded in the RIC Office for Greenville County, S. C. in Plat Book B, Page 165, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Club Drive, said pin being the joint front corner of Lots 41 and 42; thence with the common line of said lots N. 18-21 W. 168.5 feet to an iron pin, joint rear corner of Lots 41 and 42; thence N. 64-29 E. 76.5 feet to an iron pin, joint rear corner of Lots 42 and 43; thence with the common line of said lots S. 19-18 E. 169.7 feet to an iron pin on the northwesterly side of Club Drive; thence with the northwesterly side of Club Drive S. 65-30 W. 78.93 feet to an iron pin, the point of beginning.

This is the same property conveyed to James H. Holland (Same as James H. Holland, Sr.) and Katherine M. Holland by deed from John G. Edwards and Grace P. Edwards, dated June 3, 1963, and recorded in the R.M.C. Office for Greenville County, S. C. on June 3, 1963 in Deed Book 724, Page 215.

which has the address of 25 Club Drive, Greenville, South Carolina, 29605 (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.

