

FILED
FEB 7 1984
Greenville S. Carolina

MORTGAGE

Documentary Stamps are figured on
the amount financed: \$ 12,659.08

THIS MORTGAGE is made this 11th day of January, 1984 between the Mortgagor, Cherry B. Marshall (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 Seventeen Thousand Seven hundred and seventy six dollars and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 11, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the southern side of Edwards Road at the Southeastern corner of the intersection of Edwards Road and Proffitt Drive, and being shown and designated as Lot No. 23 on Plat of LIBERTY PARK SUBDIVISION prepared by Piedmont Engineers, dated March 1955, recorded in the RMC Office for Greenville County, S.C. in Plat Book "EE" at Page 145, and having, according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Edwards Road at the joint front corner of Lots Nos. 22 and 23 and running thence with the common line of said Lots S. 0-28 E., 185.1 feet to an iron pin in line of Lot No. 24; thence with the line of Lot No. 24 S. 87-04 W., 103.6 feet to an iron pin on the eastern side of Proffitt Drive; thence with said Drive N. 0-43 E., 163.0 feet to an iron pin at the southeastern corner of the intersection of Proffitt Drive and Edwards Road; thence with the curve of said intersection, the chord of which is N. 44-47 E., 35.9 feet to an iron pin on the southern side of Edwards Road; thence with Edwards Road N. 88-52 E., 75.0 feet to the point of beginning.

This conveyance is subject to restriction, setback lines, easements, zoning ordinances and rights-of-way, if any, of record or on the premises.

This is the same property conveyed to Grantors herein by deed from M.G. Proffit recorded December 9, 1955 in the RMC Office for Greenville County, S.C. in Deed Book 540 at Page 383.

This is the same property conveyed by deed of Elliott Green and Maribelle Green to Cherry B. Marshall dated 8-11-77 and recorded 8-12-77 in volume 1062 at page 394 of the RMC Office for Greenville, SC.

which has the address of 100 Edwards Rdo., Greenville, SC 29615 (Street) (City) (State and Zip Code) (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 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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12-28-77