

FILED
GREENVILLE, S.C.

MORTGAGE

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THIS MORTGAGE is made this 21st day of February, 1984, between the Mortgagor, Bill Fuller Builders, Inc. (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").

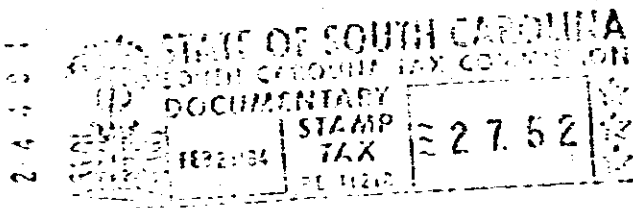
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Eight Thousand Seven Hundred Fifty and no/100 (\$68,750.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 21, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1984

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 on the northwestern side of Atherton Way in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 21 on a plat entitled "Devenger Pointe Subdivision, Section One", recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 9-F, at page 59, and having, according to said plat and a more recent plat entitled "Property of Bill Fuller Builders, Inc.", prepared by Dalton & Neves Co., dated February, 1984, the following metes and bounds:

BEGINNING at an iron pin on the northwestern side of Atherton Way at the joint front corner of Lots Nos. 21 and 22, and running thence with the line of Lot No. 22 N. 57-01 W. 140 feet to an iron pin in the rear line of Lot No. 16; thence with the line of Lot No. 16 N. 32-59 E. 86 feet to an iron pin in the line of Lot No. 20; thence with the line of Lot No. 20 S. 57-01 E. 140 feet to an iron pin on the northwestern side of Atherton Way; thence with the northwestern side of Atherton Way S. 32-59 W. 86 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor by deed of Devenger Pointe Company, a South Carolina Partnership, dated February 8, 1984, and recorded in said RMC Office in Deed Book 1206, at page 145, on February 10, 1984.



which has the address of Lot 21, Atherton Way, Devenger Pointe Greer, S. C. 29651 (herein "Property Address");
[Street] [City] [State and Zip Code]

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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