

MAR 7 8 44 AM '84

THIS MORTGAGE is made this 6th day of March 1984, between the Mortgagor, David R. Moyd, Karen B. Moyd, and Elizabeth S. Moyd (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Fifty Thousand and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 6, 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 2, 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and containing three (3) acres according to a plat of F. E. Bruce prepared for David R. Moyd and Karen B. Moyd and recorded herewith in Plat Book 9-V at Page 86 and having the metes and bounds shown thereon. Reference to said plat is craved for a more complete description.

This conveyance is subject to all easements, rights-of-way, restrictions, zoning ordinances, setback lines, roads or passageways affecting the above described property.

This is the same property conveyed to the Mortgagors/herein by general warranty deed of Joe C. Poole and recorded in the RMC Office for Greenville County on July 28, 1983 in Deed Book 1193 at Page 216.

ALSO:

ALL that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the North side of Lowndes Hill Road and being partially described according to a plat entitled Property of James C. Bates by C. C. Jones dated May 7, 1955, recorded in the RMC Office for Greenville County in Plat Book GG at Page 30, and having, according to said plat, the following metes and bounds:

BEGINNING at a point on the northern side of Lowndes Hill Road and running thence along Lowndes Hill road N 88-28 W 260 feet to a point on the new Highway I-385 right of way; thence running along said I-385 right of way 285 feet to a point; thence running S 17-29 E 230 feet to the point of beginning. Said tract of land being triangular in shape.

(Continued on Page 4)

Corner of Lowndes Hill & Keith Dr. Greenville which has the address of Riverbend Road (Street) Greenville (City) SC 29607 (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 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.

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