

FILED
MAR 12 1984
S. CAROLINA

County tax stamps are figured on
the amount financed: \$ 6,256.44

MORTGAGE

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THIS MORTGAGE is made this 23rd day of February 1984 between the Mortgagor, Sammy W. Smith and Linda L. Smith (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 eight thousand five hundred forty two and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated 2-23-84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 3-10-89;

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 in the State of South Carolina, County of Greenville, City of Greenville, being shown and designated as Lot Number 9, Section G, on plat of Croftstone Acres, recorded in Plat Book S at Pages 78 and 79, having the following metes and bounds:

BEGINNING at a point on the western side of Broughton Drive at the joint front corner of Lots 9 & 10, Section G, and running thence along the common line of said lots in a westerly direction 267.7 feet to a point, joint corner of Lots 9, 10, 19, and 20, Section G; thence along the common line of Lots 9 and 20 in a southeasterly direction 75 feet to a point, joint corner of Lots 8, 9, 20, and 21, Section G; thence along the common line of Lots 8, 9 in a southwesterly direction 258.5 feet to a point on the western side of Broughton Drive; thence along the western side of said Drive, N. 2-50 W 87 feet to the beginning corner.

This is the same property conveyed to the Grantor by deed of H. Floyd Cring & Frances J. Cring recorded July 9, 1971 in Deed Book 920, Pg. 13.

This is that same property conveyed by deed of Susan B. Patterson to Sammy W. Smith and Linda L. Smith, dated 6-9-78, recorded 6-14-78, in volumel081 at page 177 of the RMC Office for Greenville County, SC.

which has the address of 113 Broughton Drive Greenville, S.C. 29609 (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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