



Documentary Stamps are figured on the amount financed: \$ 11,058.44

MORTGAGE

THIS MORTGAGE is made this 27th day of February 1984, between the Mortgagor, Robert W. and Myra H. Phillips (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 Twentyone thousand, two hundred, forty-six and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 27, 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 March 15th, 1994.

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 Greenville County, South Carolina, being known and designated as Lot No. 18, Section B of Oakhill, shown on plat recorded in Plat Book MM at page 81, and having according to said plat the following metes and bounds:

Beginning at an iron pin on the Southwestern side of Oakhill Drive, joint front corner of Lot Nos. 17 and 18, S 46 W 150 feet to an iron pin; thence S 44 E 75 feet to an iron pin on the edge of Lot No. 19; thence N 46 E 150 feet to an iron pin on said Oakhill Drive; thence with said Oakhill Drive N 44 W 75 feet to the point of BEGINNING, and BEING the same property conveyed to Grantor by deed of James E. Evatt, Sr. and Nell V. Evatt dated October 18, 1973, and recorded in Book 986 at page 515 in the office of the Clerk of Court for Greenville County.

This conveyance is made subject to easements, restrictions or rights of way which are a matter of record and actually existing on the ground affecting the within property.

The grantees assume and agree to pay Greenville County property taxes for the tax year 1974 and subsequent years.

This is the same property conveyed by deed of Duke Power Company to Robert William and Myra H. Phillips, dated March 22, 1974, recorded April 1, 1974 in volume 996 at page 406 of the RMC Office for Greenville County, SC.

which has the address of 127 Oak Hill Drive Greenville, SC 29611 (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.

