

MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 3505.18

26

THIS MORTGAGE is made this 16th day of February 1984 between the Mortgagor, Quincy A. Jones and Samuel O. Poston (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 Four Thousand Forty-two and 56/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 16, 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 20, 1986

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 on the northwestern side of Old Rutherford Road (also known as Taylors-O'Neal Road) in Chick Springs Township, Greenville County, South Carolina, and containing 5.91 acres more or less, and having the following courses and distance, to-wit:

BEGINNING at a Railroad Spike in the center of Rutherford Road and running thence with said road S. 26-53 W. 120.2 feet to a Railroad Spike in the center of said road; thence N. 72-16 W. 212.0 feet to an old iron pin; thence N. 48-40 W. 741.9 feet to a point; thence N. 41-20 E. 23.9 feet to an iron pin; thence N. 48-40 W. 402.6 feet to an iron pin; thence N. 31-52 E. 187.7 feet to an iron pin; thence S. 48-20 E. 1,339.62 feet to the point of beginning.

This conveyance is subject to a 20 foot easement reserved by Deed of Easement by the Grantor herein to James A. Davis and Mary A. Davis dated November 19, 1982, and recorded in the RMC Office for Greenville County in Deed Book 1177, at page 566.

Said piece, parcel or lot of land is a portion of that land conveyed to the Grantor herein by Deed of William L. Crane and Mattie F. Crane, dated April 19, 1979, and recorded in the RMC Office for Greenville County in Deed Book 1101, at Page 344, on 4/27/79.

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

This is that same property conveyed by deed of Dorothy C. Dill to Quincy Jones, Mary M. Jones and Samuel C. Poston, dated November 19, 1982 and recorded November 19, 1982, in volume 1177 at page 568 of the RMC Office for Greenville County, SC.

which has the address of Route #5, Rutherford Road, Taylors, SC 29687 (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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