

GREENVILLE, S.C.
MAY 1 1 15 PM '84
R.H.C. GUESLEY

vol 1080 no 272

MORTGAGE

THIS MORTGAGE is made this 1st day of May, 1984, between the Mortgagor, ERIC C. GUTIERREZ & JAYNE D. GUTIERREZ (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 Seventy-Four Thousand & No/100 (\$74,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated ** May 1, 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 May 1, 2014; **** for monthly installments and interest notes see Schedule A attached.**

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 with the buildings and improvements thereon lying and being on the northeasterly side of Gettysburg Court in the town of Simpsonville, County of Greenville, South Carolina being known and designated as Lot 179, Section 4, Powderhorn, as recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book 8-P at Page 22 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Gettysburg Court said pin being the joint front corner of Lots 179 and 180 and running thence with the common line of said lots N. 37-45 W., 143.18 feet to an iron pin the joint rear corner of Lots 179 and 180; thence S. 42-10-34 W., 66.15 feet to an iron pin the joint rear corner of Lots 178 and 179; thence with the common line of said lots S. 78-15 E., 141.5 feet to an iron pin on the northwesterly side of Gettysburg Court; thence with the northwesterly side of Gettysburg Court on a curve the chord of which is N. 16-15-27 E., 57.92 feet to an iron pin the point of beginning.

This property is conveyed subject to all restrictions, setback lines, roadways, easements and rights of way, if any, appearing of record on the premises or on the recorded plat, which effect the property hereinabove described.

This is a portion of the property conveyed to the Mortgagors herein by deed of American Service Corporation, a South Carolina corporation to be recorded herewith.

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
STAMP
TAX \$ 29.60
MAY 1 1984

which has the address of 105 Gettysburg Court, Simpsonville, S.C. 29681 (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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