

MORTGAGE

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THIS MORTGAGE is made this 8th day of May 1984, between the Mortgagor, J. Gordon Clayton and Brenda S. Clayton (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 One Hundred Sixty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 8, 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 June 1, 2014.

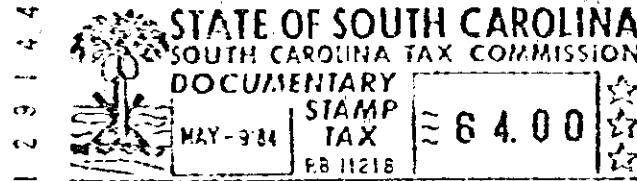
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 with all buildings and improvements thereon, situate, lying and being on the northwestern side of Thornbury Court in Greenville County, South Carolina being known and designated as lot no. 12 as shown on a plat entitled KELLETT PARK, SECTION II made by C. O. Riddle, dated August 29, 1983, revised April 19, 1984, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 9-W at Page 100, reference to said plat is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the mortgagors by deed of Kellett Park, Inc. to be recorded herewith.

TOGETHER WITH a special easement specifically reserved by Kellett Park, Inc. as provided by Article VIII, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Kellett Park, heretofore recorded in the Greenville County R.M.C. Office, for the purposes and under the conditions as set forth therein, said easement being more particularly described in that certain deed from Kellett Park, Inc. to the mortgagors herein to be recorded herewith.

TOGETHER WITH an easement over so much of lot 13 of Kellett Park, Section II that lies within the driveway appurtenant to the within described property, as described in that certain deed from Kellett Park, Inc. to the mortgagors herein to be recorded herewith.



which has the address of 8 Thornbury Court Greenville, S. C. 29607 (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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