



Documentary Stamps are figured on the amount financed \$ 3080.24

MORTGAGE

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THIS MORTGAGE was made this 13th day of April 1984 between the Mortgagor, Barbara K. Counts (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 Three Thousand Five Hundred Fifty Three Dollars and 92/100--Dollars, which indebtedness is evidenced by Borrower's note dated April 13, 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 April 15, 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 of our right, title, interest and estate in and to all that piece, parcel or lot of land situate, lying and being in the County of Greenville State of South Carolina, near the City of Greenville, being known as a portion of lot Number 22 and a portion of Lot No. 23 according to the plat of W. R. Jones Estate made by Dalton & Neves dated July, 1945, of record in the RMC Office for Greenville County in Plat Book B at Page 45 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Crescent Ridge Street which iron pin is the joint front corner of Lots Nos. 22 and 23, which iron pin is situate 454.6 feet from the intersection of Crescent Ridge Street and Pleasantburg Drive and running thence with the southern side of Crescent Ridge Street, S. 77-05 W. 80 feet to an iron pin; thence through Lot No. 22, S. 12-51 E., 200 feet to an iron pin; thence N. 76-13 E., 80 feet to an iron pin, joint line of Lots Nos. 22 and 23; thence N. 9-28 W., 197.9 feet to an iron pin on the southern side of Crescent Ridge Street; thence with said street, S. 88-58 W. 12 feet to the point of beginning.

This is that same property conveyed by deed of W. C. Stewart and Ruth F. Stewart to Barbara Kelley Counts dated October 1, 1954 and recorded October 2, 1954 in Deed Volume 509 at page 284 in the RMC Office for Greenville County, SC.

This is also that same property conveyed by deed of Barbara Kelley Counts (an undivided one-half interest) to Carl A. Counts dated December 3, 1976 and recorded December 8, 1976 in Deed Book 1047 at page 438 in the RMC Office for Greenville County, SC.

This property being further subject to Probate file #3, apartment 1573 being the last will and testament of Carl A. Counts under which the property was devised to Barbara K. Counts, Lynne Paula Counts, David K. Counts and Abbott Gary Counts, deceased, with no heirs. Date of death July 27, 1979.

This is also that same property conveyed by deed of David K. Counts and which has the address of 10 Crescent Ridge Drive, Greenville (City) (OVER) SC 29615 (herein "Property Address"); (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 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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