

FILED
GREENVILLE, S. C.

MORTGAGE

MAY 18 10 40 AM '84
THIS MORTGAGE is made this 18th day of May 1984 between the Mortgagor, C. R. Maxwell, (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 Hundred Twenty Thousand and no/100 (\$320,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 18, 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, 1999.

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 tract of land situate, lying and being on the eastern side of Kensington Road (a private road) in the County of Greenville, State of South Carolina, being shown and designated on a plat entitled "Property of C. R. Maxwell", dated April, 1984, prepared by Dalton & Neves Co., Inc., Engineers, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Kensington Road, which iron pin is located 150.36 feet, more or less, in a northerly direction from the end of the public right of way of Kensington Road, and running thence with the eastern side of Kensington Road (private) and other property of the mortgagor herein, N. 6-36 W. 200.28 feet to an iron pin on the southern edge of the right of way of the Norfolk & Southern Railway; thence with the southern edge of said right of way N. 78-52 E. 173.2 feet to an iron pin in the line of property now or formerly of T.P.S. Enterprises; thence with the line of T.P.S. Enterprises S. 3-34 E. 217.71 feet to an iron pin; thence with the line of other property of the mortgagor herein the following courses and distances: S. 82-58 W. 93.33 feet to an iron pin, thence S. 86-54 W. 67.9 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for the purpose of ingress and egress from the premises described hereinabove over and along that portion of Kensington Road constituting a private street.

This is a portion of the property conveyed to the Mortgagor herein by deed of Threatt-Maxwell Enterprises, Inc., dated July 15, 1977, and recorded in said RMC Office in Deed Book 1063, at page 353, on August 24, 1977.

TOGETHER WITH a security interest in all fixtures and personal property attached to or used in the operation and maintenance of the premises described hereinabove. This instrument shall also constitute a security agreement entitling the secured party to all other rights and remedies set forth in the Uniform Commercial Code as adopted in the State of South Carolina.

which has the address of 16 Units, Kensington Road, Taylors, S. C. 29687 (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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