

MORTGAGE

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THIS MORTGAGE is made this 14th day of May 1984, between the Mortgagor, Charles H. and Shirley D. Davis (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 Forty-four thousand, twenty-three dollars and twenty cents Dollars, which indebtedness is evidenced by Borrower's note dated May 14, 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 15, 1994

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 in the City and County of Greenville, State of South Carolina, being shown and designated as Lot No. 496 on plat of Section D, Gower Estates, recorded in the RMC Office for Greenville County, S. C., in Plat Book "RR" at Pages 192 and 193, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Shallowford Road at the joint corner of Lots Nos. 495 and 496 and running thence along the line of Lot No. 495, N. 57-04 W. 166.5 feet to an iron pin; running thence N. 35-00 E. 71 feet to an iron pin; running thence N. 26-12 E. 34 feet to an iron pin; running thence with line of Lot No. 497, S. 58-35 E. 162.6 feet to an iron pin on the northwesterly side of Shallowford Road, running thence with said road S. 29-40 W. 55 feet to an iron pin; thence continuing with said road, S. 30-53 W. 55 feet to the point of Beginning.

This conveyance is subject to all restrictions, easements, rights-of-way, of record, if any, affecting the above described property.

This is the same property conveyed by deed of Russell K. and Ida M. Simms to Shirley D. Davis recorded in Deed Volume 1061, at page 956, dated 8/5/77, recorded 8/5/77 at the RMC Office for Greenville County.

which has the address of 103. Shallowford Road Greenville, South Carolina 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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