



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 2,201.99

THIS MORTGAGE is made this 29th day of May 1984, between the Mortgagor, James Simmons (herein "Borrower"), and the Mortgagee, American Federal Bank, F.S.B., 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 Two Thousand Four Hundred Seventy One dollars and 58/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 29, 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 Dec 5, 1985

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 in Grove Township, Greenville County, State of South Carolina, on the north side of the road leading from Greenville to Piedmont and being a small Strip of land cut off of the west side of Tract No. 2 on the J. H. Charles property according to a plat made by W. J. Riddle, Surveyor, June 18, 1942, which plat is recorded in the office of the R.M.C. for Greenville County in Plat Book K, page 130 and having, according to said plat and by a division line made August 20, 1951 by W. J. Riddle, the following metes and bounds, to-wit:

Beginning at a point in the center of the Piedmont Road, joint corner of Tract Nos. 1 and 2 and property of Flat Rock School; thence running along the line of property of Flat Rock School N. 1-00 W. 670 feet to a stake, corner of property of Lindsey Young; thence along the line of property of Lindsey Young N. 39-30 W. 594 feet to a stone, corner of property of W. C. Walder; thence along the line of property of W. C. Walker N. 48-15 E. 207 feet to a new corner in the W. C. Walker line; thence S. 28-30 E. 660 feet, more or less, to a new corner; thence S. 7-40 E. 685 feet, more or less, to the center of the Piedmont Road; thence S. 85-15 W. with the center of the Piedmont Road 150 feet to the place of beginning, and containing 4 acres, more or less.

This is that same property conveyed by deed of Mary Morris Charles to James Simmons dated August 18, 1951 and recorded August 25, 1951 in deed Volume 440 at Page 396 in the RMC Office for Greenville County, South Carolina.

which has the address of Rt. 2 Box 277, Piedmont, SC 29673 (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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