



MORTGAGE

VOL 1669 PAGE 68
Documentary Stamps are figured on
the amount financed: \$ 11,058.44

THIS MORTGAGE is made this 19th day of April 1984 between the Mortgagor, Ralph S. Swan and Patsy B. Swan (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 Seventeen Thousand Eight Hundred Dollars and 44/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 19, 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, 1991

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 situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 76 as shown on Plat No. Three, Cherokee Forest, prepared by J. Mac Richardson, R.L.S., in January, 1959, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 36 and 37, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Roberta Drive, 260 feet from an iron pin at the intersection of Roberta Drive and Edwards Road, said iron pin being the joint front corner of Lot Nos. 76 and 77 as shown on said plat, and running thence S 79-29 E. 118.8 feet along Roberta Drive to an iron pin, the joint front corner of Lot Nos. 75 and 76: thence along the line of Lot No. 75 S. 10-31 W. 245 feet to an iron pin: thence turning and running N. 73-45 W. 195 feet to an iron pin in a water course; thence turning and following said water course N. 28-58 E. 237.7 feet to an iron pin on the Southern side of Roberta Drive, the point of beginning.

The foregoing lot is subject to a drainage easement along the water course as shown on said plat.

The foregoing lot is a portion of that conveyed to the late Grady T. Smith by deeds recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 380 at page 474, and Deed Book 345 at page 241; the grantors Lucile L. Smith, Lou Anne Smith and Judy Lee Smith, being his sole heirs-at-law, as will more fully appear in the records of the Probate Judge for Greenville County, South Carolina.

This deed is executed by the Master in Equity on behalf of Judy Lee Smith pursuant to decree dated March 1959, of the County Court of Greenville, South Carolina, in the case of Lucille L. Smith and Lou Anne Smith vs. Judy Lee Smith.

(Completion on other side)

which has the address of 6 Roberta Drive Greenville, S.C. 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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