

MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 13,488.38



THIS MORTGAGE is made this 18th day of June 1984 between the Mortgagor, L. Noland Pittman and Judy L. Pittman (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 Thirteen Thousand Six Hundred Eighty-eight and 38/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 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 July 1, 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, lying on the eastern side of Wingo Road approximately 810 feet north of the intersection of Wingo Road and Mount Lebanon Road, and containing 5 acres according to plat entitled "Property of J. W. Pitts" prepared by Dalton & Neves, Engineers in July, 1973 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Wingo Road at the corner of the Babb Estate and running thence with the Babb Estate line, S. 87-05 E. 799 feet to an iron pin; thence S. 16-33 E. 214.2 feet to an iron pin; thence S. 81-44 W. 538.5 feet to an iron pin; thence N. 87.05 W. 250 feet to a point in the center of Wingo Road; thence with the center of Wingo Road, N. 13-49 W. 320 feet to the point of beginning; and being a portion of the property conveyed to the granting corporation by J. W. Pitts by deed of even date, to be recorded herewith.

This property is subject to the following covenants and restrictions which shall run with the land and be binding on all persons for a period of 25 years from the date hereof:

- 1. This property shall be used for single family residential purposes only and no duplex, apartment or any business or commercial enterprise shall be erected or used thereon.
2. The ground floor living area of a one story dwelling shall contain not less than 1,000 square feet nor less than 750 square feet ground floor living area (exclusive of porches and garages) for a dwelling of more than one story.
3. No abandoned automobiles or any other type nuisance shall be allowed on the property nor shall any temporary type structures be used as a residence.
4. The property owner may keep or raise up to but not more than five cows or horses plus a reasonable number of domesticated animals such as dogs or cats but may not raise or keep any chickens or any other livestock.

This is that same property conveyed by deed of J. W. Pitts Builders, Inc. to L. Nolan and Judy L. Pittman, dated July 27, 1973, recorded July 30, 1973, in volume 980 at page 297 of the RMC Office for Greenville County, SC.

which has the address of Rt. #2, Jug Factory Road, Greer, SC, 29651 (Street) (City) (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.

GCFO -----3 JUL 17 84 046

4.0000

