



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 13,737.99

THIS MORTGAGE is made this 16 day of July 1984 between the Mortgagor, Barry E. Estes and Janie D. Painter A/K/A Janice D. Painter Estes (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, Seven Hundred and thirty-seven dollars and 99/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 16, 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 20, 1988.

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, with improvements thereon, lying and being situate in the County of Greenville, State of South Carolina, containing 1.96 acres, in accordance with plat prepared by C. O. Riddle, entitled "Property of Nora Simmons", dated June 22, 1973, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point in Scuffletown Road at the corner of property now or formerly of Nora Simmons and running thence N. 55-26 E., crossing over an iron pin at 33 feet for a total distance of 291.1 feet to an iron pin; thence S. 20-27 E. 346.1 feet to an iron pin; thence S. 55-56 W., 220 feet to an iron pin in Scuffletown Road; thence with said Road, N. 31-42 W., 195 feet to a point; thence continuing with said Road N. 33-16 W., 139.25 feet to the point of beginning.

This conveyance is made subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way, if any, affecting the above-described property.

This is the same property conveyed to the grantor herein by deed of John Carroll Hipps and Martha Jean Painter Hipps, dated January 18, 1978, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1072, at Page 328, on January 18, 1978.

This is that same property conveyed by deed of Realistic Builders Inc. to Barry E. Estes and Janice N. Painter, dated January 19, 1978, recorded January 23, 1978, in volume 1072 at page 357 of the RMC Office for Greenville County, SC.

which has the address of Rt. 5, Box 236, Scuffletown Rd., Simpsonville, SC 29681 (Street) (City) (State and Zip Code) (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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