



MORTGAGE

Documentary Stamps are figured on the amount financed. \$ 14,986.79

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THIS MORTGAGE is made this first day of August 1984 between the Mortgagor Robert W. Davis, Jr. (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 twenty nine thousand twenty six and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 1, 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 August 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 near the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot 4 of a Subdivision known as Elizabeth Heights of the property of M. W. Fore, plat of which is recorded in the RMC Office for Greenville County in Plat Book K, at Page 11.

This property is conveyed subject to restrictions, easements, or rights of way, if any, of record.

This is a portion of the property conveyed to M.W. Fore and recorded in Deed Book 913, at Page 349, on April 4, 1971.

WHEREAS, M.W. Fore died testate on February 3, 1969, as will appear by his will proven in common form and filed in the Probate Court for Greenville County at Apartment 1075, File 23, naming as his sole heir, Aubrey C. Fore; that Aubrey C. Fore died intestate May 9, 1971, leaving as her sole heirs at law, Marion W. Fore, Jr., and Caroline E. Fore, the grators herein, as will appear more fully in the Probate Court for Greenville County at Apartment 1181, File 2.

Grantee to pay 1976 taxes.

This is the same property conveyed by Deed of Marion W. Fore, Jr., Ind./Adm. & Caroline E. Fore to Robert W. Davis, Jr., dated Feb. 1, 1977 recorded Feb. 4, 1977, in the RMC Office for Greenville County, South Carolina, volume 1050 page 591.

ALSO ALL that piece, parcel or lot of land in the State and County aforesaid being known and designated as Lot No. 2, Staunton Bridge Road of a subdivision known as Elizabeth Heights as shown by a Plat thereof, dated May 1, 1956 by Madison H. Woodward, recorded in the RMC Office for Greenville County in Plat Book KK, at Page 11, and having according to said Plat the following description, to-wit:

BEGINNING on Staunton Bridge Road at an iron pin at joint front corner of Lots 2, and 3; running thence 147.8 feet with the side line of Lot 3 to an iron pin at joint rear corners of Lots 2, 3, and 62; running thence approximately 33.65 feet with the rear line of Lot 62 and 63 to a point half-way between the rear joint corners of Lots 2 and 1; running

(CONTINUED) which has the address of Route 13, Staunton Bridge Road, Greenville, SC 29611 (herein "Property Address");

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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.

