

FILED
GREENVILLE CO. S.C.

MORTGAGE

SEP 18 3 16 PM '84

THIS MORTGAGE is made this 17th day of September 19. 84., between the Mortgagor, **BERNARD J. FITZGERALD** (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").

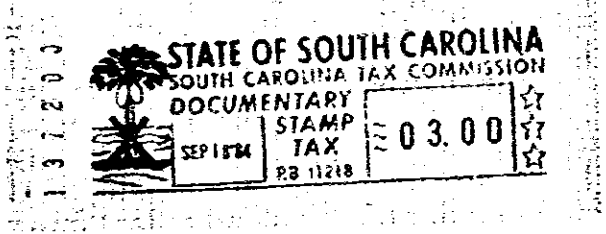
WHEREAS, Borrower is indebted to Lender in the principal sum of **Ten thousand and no/100** Dollars, which indebtedness is evidenced by Borrower's note dated **Sept. 17, 1984** (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **Sept. 15th, 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 County of Greenville, State of South Carolina, being known and designated as Lot No. 101 on the northeastern side of Third Avenue as shown on a plat of the subdivision of Village Houses, F.W. Poe Manufacturing Company, Section 1, of record in the Office of the RMC for Greenville County, South Carolina, in Plat Book "Y", Page 26 and 27, reference to which is craved for a metes and bounds description thereof.

DERIVATION: This being the same property conveyed to Mortgagor herein by deed of Jeffrey J. Kubacz as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1222, Page 104, on September 18, 1984.

This mortgage is junior and second in lien to that certain note and mortgage given to Lomas & Nettleton Company as recorded in the RMC Office for Greenville County, South Carolina, in Mortgage Book 1228, Page 463.



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which has the address of **17 3rd Ave. Poe Mill Greenville, S.C. 29609** (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 seized 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.

