

ATTN: COMMERCIAL LENDING DIVISION

FILED GREENVILLE, S.C. SEP 25 10 16 AM '84

MORTGAGE

VOL 1683 PAGE 23

THIS MORTGAGE is made this 24th day of September 19. 84, between the Mortgagor, Thomas J. Nuckolls and Patricia C. Nuckolls (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").

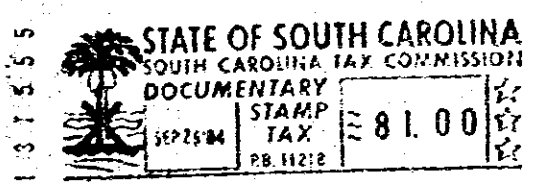
WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Seventy Thousand and No/100 (\$270,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 24, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 23, 1985

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, located, lying and being in the County and City of Greenville, State of South Carolina, being known and designated as Lot No. 59, as shown on plat thereof, entitled "Section Three, Collins Creek", prepared by C. O. Riddle, RLS, dated July 19, 1982, recorded in the Greenville County RMC Office in Plat Book 8-P at Page 98, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of the right-of-way of Hollow Hill at the joint front corner of Lots 58 and 59 and running thence along the joint line of said lots, S. 30-55 W., 256.52 feet to a point at the joint rear corner of Lots 58 and 59; thence running S. 58-49 E., 37.07 feet to a point; thence S. 48-13 E., 169.66 feet to a point; thence running S. 60-49 E., 119.6 feet to a point; thence turning and running N. 41-10 E., 198.99 feet to a point; thence turning and running N. 27-57 W., 221.07 feet to a point; thence running N. 59-05 W., 26.19 feet to a point in the cul-de-sac of Hollow Hill; thence, running along said cul-de-sac, the radius of which is 50 feet, N. 83-23 W., 91.14 feet to a point; thence running N. 38.23 W., 35.36 feet to a point; thence running N. 59-05 W., 27.14 feet to a point at the joint front corner of Lots 58 and 59, the point and place of beginning.

This being the same property conveyed to the Mortgagor herein by Deed of Collins Creek, Inc., recorded in the RMC Office for Greenville County in Deed Book 1178 at Page 876 on December 12, 1982.



which has the address of 63 Rock Creek Drive Greenville South Carolina 29605 (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 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.

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