



Documentary Stamps are figured on the amount financed: \$ 43,358.21

# MORTGAGE

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THIS MORTGAGE is made this 3rd day of September 1984 between the Mortgagor, Jim P. Griffith

(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 Eighty-five thousand two hundred seven and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated 9-3-84 (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 20, 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 shown and designated as Lot No. 96, Section 2, Wellington Green Subdivision, on the Southern side of Kenilworth Drive, as shown on a plat prepared by Piedmont Engineers, dated April, 1963, and recorded in the Office of the RMC for Greenville County, South Carolina, in Plat Book YY at Page 117 and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Kenilworth Drive at the joint front corner of Lots 76 and 96 and running thence with Lot 76 S. 33-45 E. 175 feet to an iron pin at the joint rear corner of Lots 76 and 96; thence N. 56-15 E. 100 feet to an iron pin; thence N.33-45 W. 175 feet to an iron pin on Kenilworth Drive; thence with said Drive S. 56-15 W. 100 feet to the point of Beginning.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances, restrictions or protective covenants that may appear of record on the recorded plat or on the premises.

As a part of the consideration for this transfer, Grantee agrees to assume payment of the balance due on that certain mortgage held by Fidelity Federal Savings and Loan Association recorded in Mortgage Book 1203 at Page 445, the present balance of which is \$27,542.41.

This is that same property conveyed by deed of James D. Harvey and Suzanne C. Harvey to Jim P. Griffith, dated 7/20/73, recorded 7/26/73, in volume 980 at page 41 of the RMC Office for Greenville County, SC.

which has the address of 302 Kenilworth Drive, Greenville, South Carolina (Street) (City) 29607 (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 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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