

SEP 28 1984
DANIEL S. T...
SOUTH CAROLINA

MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 75,102.56

THIS MORTGAGE is made this 11th day of September 1984 between the Mortgagor, Howard F. Fogle, Jr. and Maxine B. Fogle (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 Seventy-five Thousand One Hundred Two and 56/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 11, 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 20, 1989

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, situate, lying and being on the northern side of Chestnut Oaks Circle, in the County of Greenville being shown as Lot No. 125 and a small portion of Lot No. 124 on a plat of Holly Tree Plantation, Phase III, Section II, recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27, and also being shown on a plat prepared for Franklin Enterprises, Inc. by Freeland and Associates, dated March 30, 1982 and having according to said latter plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Chestnut Oaks Circle at the joint front corner of Lot 125 and Lot 126 and running thence with Lot 126 N 24-22 E 224.0 feet to an iron pin; thence N 87-38 E 45.0 feet to an iron pin at the joint rear corner of Lot 125 and Lot 124; thence with new line of Lot 124 S 0-04 E 228.86 feet to an iron pin on the northern side of Chestnut Oaks Circle; thence with Chestnut Oaks Circle, the following courses and distances, to-wit: N 89-27 W 62.0 feet to an iron pin, N 78-47 W 44.0 feet to an iron pin, and N 67-17 W 35.0 feet to an iron pin, the point of beginning. See plat recorded in Plat Book 9-P at Page 3.

This conveyance is subject to any and all easements, rights of way, roadways, zoning ordinances or protective or restrictive covenants that may appear of record or on the premises.

This is that same property conveyed by deed of Franklin Enterprises, Inc. to Howard F. Fogle, Jr. and Maxine B. Fogle, dated March 31, 1983, recorded April 4, 1983, in Volume 1185 at Page 589 of the RMC Office for Greenville County, SC.

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which has the address of 109 Chestnut Oaks Drive, 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 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.

012-30-00787752

\$ 75,102.56

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