



MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 35,074.53

THIS MORTGAGE is made this 24th day of September 1984, between the Mortgagor, Cardiff Properties, a Partnership (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 Thirty Five Thousand Seven Hundred Four dollars and 53/100 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 December 24, 1984;

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 lot of land in Greenville County, South Carolina, known and designated as Lot No. sixteen (16) as shown on a plat entitled Chanticleer Townhouses, Phase I, made by Webb Surveying and Mapping Company, dated July, 1979, and recorded in the RMC Office for Greenville County in Plat Book 7C at Page 70.

This is that same property conveyed by deed of Chanticleer Townhouses, Inc. to Cardiff Properties, a Partnership dated March 2, 1983 and recorded March 3, 1983 in deed Volume 1183 at Page 567 in the RMC Office for Greenville County, South Carolina.

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which has the address of P.O. Box 10373 Lt. 16 Chanticleer Townhouses Greenville SC 29603 (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".

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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.

