



MORTGAGE

the amount included: \$ 23,010.93

VOL 1685 PAGE 813

THIS MORTGAGE is made this 1st day of October 1984, between the Mortgagor, Charles Edward Spann, Jr. (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 Twenty Three Thousand Six Hundred Sixteen and 14/100's (\$23,616.14) Dollars, which indebtedness is evidenced by Borrower's note dated October 1, 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 November 30, 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 the State of South Carolina, County of Greenville, in the City of Greer, lying on the westerly side of Pine Street Extension and being more specifically described and delineated on a survey for Charles E. Spann, Jr. prepared by Wolfe & Huskey, Inc, Engineers, dated December 13, 1978, a copy of which is being recorded herewith. Said lot measures 70 feet on the front and rear lines and is 97.5 feet deep on its southerly line and 102 feet on its northerly line.

THIS property is subject to any easements or rights-of-way affecting same.

THIS is the identical property conveyed to Charles Edward Spann, Jr., by deed of Wayne B. Welborn dated January 11, 1979 and recorded in the office of the Register of Mesne Conveyance for Greenville County, South Carolina in Volume 1095 at Page 266.

GCTO -- 3 OCT 17 84 047 4.0001

which has the address of 221 Pine Street / Extension Greer, S. C. 29652 (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.

80

4328 W-2