



MORTGAGE

Recorded on 12, 1984 VOL 1687 PAGE 210

THIS MORTGAGE is made this 4 day of October 1984 between the Mortgagor, Frank F. and Jacqueline L. Sessions (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 Twelve Thousand Sixty Seven Dollars and 63/100 Dollars, which indebtedness is evidenced by Borrower's note dated 10-4-84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 10-20-89.

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 in the County of Greenville, State of South Carolina, lying on the east side of Fairmont Avenue, being known and designated as Lot No. 46 as shown on a plat of subdivision of Extension of Brookforest, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at page 17 and having according to the said plat, the following metes and bounds, to-wit:

BEBINNING at an iron pin on the east side of Fairmont Avenue at the joint front corner of Lot Nos. 46 and 45 and running thence with the line of Lot No. 45, N: 84-28 E. 140 feet to an iron pin. thence N. 5-32 W. 75 feet to an iron pin at the joint rear corner of Lot Nos. 46 and 47; thence with the line of Lot No. 47, S. 84-28 W. 140 feet to an iron pin on the east side of Fairmont Avenue; thence with the East side of Fairmont Avenue, S. 5-32 E. 75 feet to an iron pin, the point beginning.

Being the same property conveyed to the Grantor herein by Deed of Donald E. Baltz, said Deed dated August 21, 1959 and recorded in the R.M.C. Office for Greenville County in Deed Book 632 at page 346.

As part of the consideration herein, the Grantees agree to assume that certain Mortgage given by the Grantor herein to C. Douglas Wilson & Co. in the Original amount of 17,000.00, said Mortgage being recorded in the R.M.C. Office for Greenville County in Real Estate Mortgage Book 800, at page 353. There is presently an outstanding balance of owing and due on the said Mortgage.

This is that Same property conveyed deed of James a Martin to Frank F. and Jacqueline L. Sessions, dated 12-10-70, recorded 1-8-71, in volume 906 at page 97 of the RMC Office for Greenville County, S.C.

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which has the address of 410 Fairmont 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 seised 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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