

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
DATE 11-15-91 BY 50019.03

# MORTGAGE

VOL 1691 PAGE 995

THIS MORTGAGE is made this 12th day of November, 1984 between the Mortgagor, Virginia F. Settin (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 fifty thousand, nineteen dollars and 3/100 Dollars, which indebtedness is evidenced by Borrower's note dated 11-12-84 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 11-15-91.

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 with the buildings and improvements thereon, lying and being on the northeasterly side of Merrifield Court, near the City of Greenville, S.C., being known and designated as Lot No. 91 on plat entitled "Final Plat Revised, Map No.1, Foxcroft Section II" as recorded in the RMC Office for Greenville County, S.C., in Plat Book 4N, pages 36 and 37 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northeasterly side of Merrifield Court, said pin being the joint front corner of Lots 91 and 92 running thence with the common line of said lots N 18-31 E 170.6 feet to an iron pin, the joint rear corner of Lots 91 and 92; thence S 69-04 E 90.1 feet to an iron pin; thence S 60-46 E 65.9 feet to an iron pin, the joint rear corner of Lots 90 and 91; thence with the common line of said lots S 27-28 W 168.7 feet to an iron pin on the northeasterly side of Merrifield Court; thence with the northeasterly side of Merrifield Court N 64-16 W 66 feet to an iron pin; thence continuing with said Court N 68-12 W 66 feet to an iron pin, the point of beginning. This conveyance is subject to a 25 foot sewer easement across rear lot line and to a 10 foot drainage easement side lot line and to all restrictions, setback lines, roadways, easements and right of ways, if any, affecting the above described property.

For deed into grantor, see Deed Book 962, page 535.

As a part of the consideration herein the grantees do hereby assume and agree to pay as the same becomes due the principal balance of 30,000.00 on that certain mortgage given by the grantor herein to Fidelity Federal Savings and Loan Association recorded December 8, 1972, in the RMC Office in Mortgage Book 1260, page 62.

This is that same property conveyed by deed of Cothran and Darby Builders, Inc. to Flavius J. and Virginia F. Settin, dated 6-29-73, recorded 7-2-73, in Volume 978, at Page 228, in the RMC Office for Greenville County, SC.

This is also that same property conveyed by deed of Flavius J. Settin (his 1/2 interest) to Virginia F. Settin dated and recorded 6-4-80 in Deed Volume 1127 at Page 1 in the RMC Office for Greenville County, SC.

which has the address of 119 Merrifield Court Greenville, S.C. 29615 (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.