

FILED  
GREENVILLE, S.C.  
DEC 12 4 25 PM '84  
DONNIE S. WERSLEY  
S.M.C.

116

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 4, 1984 19.84. The mortgagor is Donald T. and Janie E. Hamby ("Borrower"). This Security Instrument is given to AMERICAN FEDERAL BANK, FSB, which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is POST OFFICE BOX 1268, GREENVILLE, SOUTH CAROLINA 29602 ("Lender"). Borrower owes Lender the principal sum of Thirty Seven Thousand Eighty Two Dollars and 40/100 Dollars (U.S. \$37,082.40). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 15, 1994. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Greenville County, South Carolina:

ALL that piece, parcel, or lot of land, with all buildings and improvements thereon, situate, lying and being on the southwestern side of Theodore Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 15 on a plat of CAROLINA HEIGHTS, made by Dalton & Neves, Engineers, dated August, 1964, recorded in the RMC Office for Greenville County, S. C., in Plat Book BBB at page 29, reference to which plat is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to Donald T. Hamby and Janie E. Hamby by deed of R. C. Smith and Sue D. Smith, recorded in Deed Book 1036 at page 199, and was conveyed subject to all rights of way, easements, conditions, public roads and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

ALSO: All right, title and interest, if any, of the Mortgagors, in and to the circular turn-about of Theodore Drive, in the event that said drive is extended. Any interest of the Mortgagors in said circular turn-about is hereby quitclaimed to the Mortgagees and the general warranties contained in the deed do not apply to said interest.

which has the address of 123 Theodore Dr., Greenville, S.C. 29611  
[Street] [City]  
South Carolina 29611 ("Property Address");  
[Zip Code]

400 8 11801

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

1328-W-21