

ATTN: COMMERCIAL LENDING DIVISION

FILED MORTGAGE GREENVILLE CO. S.C.

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DEC 21 3 47 PM '84

THIS MORTGAGE is made this 21st day of December 1984, between the Mortgagor, DONNIE S. LANKERSLEY, R.M.C. (herein "Borrower"), and the Mortgagee, American Federal Bank, F.S.B., a corporation organized and existing under the laws of the United States of America, whose address is 300 East McBee Avenue, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 21, 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 21, 1989

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 situate, lying and being in the County of Greenville, State of South Carolina, on the eastern side of Pinckney Street, containing 1.5496 acres as shown on plat entitled "Property of A. L. Atkins", prepared by Smith and McConnaughey, P. A., dated January 23, 1981, said plat being recorded in the RMC Office for Greenville County in Plat Book 8-I at Page 77, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

THIS is the same property as that conveyed to the Mortgagor herein by deed of W. Daniel Yarborough, Jr., as Master in Equity for Greenville County recorded in the RMC Office for Greenville County of even date herewith.

TOGETHER with all the right, title and interest of the Mortgagor in that portion of the old G & L Railroad, its successors or assigns, may have in said right of way.

TOGETHER with the right in perpetuity (insofar as the Mortgagor has the authority to grant such right) to use at all times in common with A. L. Atkins and his designees, the railroad siding shown upon the plat hereinabove referred to, which railroad siding was constructed by Alwin Realty Co. and runs from a point near the westerly side of Buncombe Road in a southwesterly direction to connect with tracts of the Southern Railroad Co.; provided, however, that said railroad siding shall not be obstructed by railway cars serving the property of either the Mortgagor, A. L. Atkins, or their designees, except as may be necessary in actual movement of such cars into or out of the respective premises of said parties.

MORTGAGEE'S mailing address: P. O. Box 1268, Greenville, S. C. 29602.

which has the address of 904 Pinckney Street, Greenville, South Carolina (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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