



MORTGAGE

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THIS MORTGAGE is made this 1st day of April 1982, between the Mortgagor, Rufus B. Byce and Joyce C. Byce (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand Six Hundred Seventy Nine Dollars and Sixty Cents Dollars, which indebtedness is evidenced by Borrower's note dated April 1, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1992

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, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot 123 on plat entitled Bera Forest, recorded in the Greenville County R.M.C. Office in Plat Book 4N at Pages 76 and 77, and according to a more recent survey thereof entitled "Property of Rufus B. Byce and Joyce C. Byce", dated March 13, 1979, prepared by Freeland & Associates, recorded in the Greenville County R.M.C. Office in Plat Book 7-B at Page 64, having the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northern side of the right-of-way of Berea Forest Circle at the joint front corner of Lots 123 and 124, and running thence along said right-of-way S. 73- 18 W., 90.0 feet to an old iron pin at the joint front corner of Lots 123 and 12 (said old iron pin being 503 feet, more or less easterly from the right-of-way of Watkins Road); thence running along the joint line line of said lots, N. 16-42 W., 130.0 feet to an old iron pin at the joint rear corner of lots 123 and 122; thence N. 73-18 E., 90.0 feet to an old iron pin at the joint rear corner of Lots 123 and 124; thence along the joint line of said lots S. 16-42 E., 130.0 feet to an old iron pin at the joint front corner of Lots 123 and 124, the point and place of beginning.

This conveyance is made subject to all easements, conditions, covenants and restrictions and right-of way which are a matter of record and/or actually existing on the ground affecting the above described property.

DERIVATION CLAUSE:

This is the same property conveyed by Charles Cameron Ferguson and Margaret I. Ferguson by deed dated March 16, 1979 recorded March 19, 1979 in volume no. 1098 at page no. 686.

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which has the address of 15 Berea Forest Circle Greenville South Carolina 29611 (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.

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