



BOOK 1585 PAGE 504
Documentary Stamps are figured on
the amount financed: \$19,013.64

MORTGAGE

THIS MORTGAGE is made this 28th day of September 1982, between the Mortgagor, Richard T. Dyar and Cheryl W. Dyar (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Thirty-nine thousand, eight hundred, seventy-eight and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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 10/15/92

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 piece, parcel or lot of land, with improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 12 on plat of Bellvista Heights, recorded in the R.M.C. Office for Greenville County in Plat Book RR at Page 125 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Maria Louisa Lane at the joint corner of Lots Nos. 11 and 12 and running thence with the joint line of said lots S. 17-06 E., 148.8 feet to an iron pin; thence S. 69-02 W., 100 feet to an iron pin at the joint rear corner of Lots Nos. 12 and 13; running thence along the joint line of said lots N. 20-58, W., 150 feet to an iron pin on the northern side of Maria Louisa Lane, N. 69-02 E., 85 feet to an iron pin; thence N. 72-02 E., 25 feet to an iron pin, the point of beginning.

This is that same property conveyed by deed of David Ronald Brazell and Vicki M. Brazell to Richard T. Dyar and Cheryl W. Dyar, dated 10/21/77, recorded 10/24/77, in deed Volume 1067, at Page 241 in the R.M.C. Office for Greenville County, SC.

GCTO -----3 NO 982 068

which has the address of Rt. 5, Maria Louisa Drive, Greenville, SC 29609 (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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