

MORTGAGE

FILED
GREENVILLE S.C.

APR 22 3 49 PM '93
THIS MORTGAGE made this 22nd day of April 1993, between the Mortgagor, Paul Tomlinson, Jr. and Dalphna Tomlinson (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").

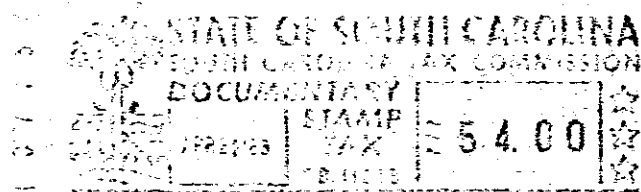
WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Thirty Five Thousand (\$135,000.00) and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 22, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 22, 1993;

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 tract of land situate, lying and being on the eastern side of Murray Drive, containing 1.67 acres and being in the State of South Carolina, County of Greenville, known as the Property of Paul Tomlinson, Jr. and Dalphna Tomlinson as recorded in the RMC Office for Greenville County in Deed Book 1143, Page 150 and as shown on survey prepared by Freeland & Associates, dated April 21, 1983, entitled "Property of Paul Tomlinson, Jr. and Dalphna Tomlinson", recorded in the RMC Office for Greenville County in Plat Book 9-A, Page 3, and having, according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the eastern side of the right-of-way for Murray Drive, said iron pin being located at the corner of property designated as M3.1-1-21 on the records of the Greenville County Block Book Office and running thence along said right-of-way, N 21-32 W 104.27 feet to an iron pin; thence continuing along said right-of-way, N 20-10 W 185.55 feet to an iron pin; thence turning and running along the southern side of the right-of-way for Hyde Road, N 75-15 E 179.45 feet to an iron pin; thence turning and running along Property of Dewey R. Gossett, S 24-51 E 188.00 feet to an iron pin; thence turning and running still along Gossett property, N 75-25 E 104.22 feet to an iron pin; thence turning and running S 25-03 E 104.55 feet to an iron pin; thence turning and running S 75-15 W 305.49 feet to an iron pin on the eastern side of the right-of-way of Murray Drive, the point of beginning.

Being the same property conveyed to the mortgagors by deed of George O'Shields Builders, Inc., recorded in the RMC Office for Greenville County on February 23, 1981 in Deed Book 1143, Page 150.



which has the address of 301 Murray Drive, Mauldin (Street) (City) S.C. 29662 (State and Zip Code) (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.

400 3 34481A01

1328

1328