

FILED  
GREENVILLE

MORTGAGE

OCT 7 10 44 AM '83

THIS MORTGAGE is made this 3rd day of October 1983, between the Mortgagor, Winston Lee as Trustee under Agreement with J. Byrd and Frances Henry dated 10/3/83 (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION Bank, F.S.B. 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 Sixty Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 3, 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 November 1, 2013.

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, situate on the eastern side of Southland Avenue in the City of Greenville, State of South Carolina and being known and designated as Lot No. 4 and part of Lot No. 5 on plat of property of E. D. Sloan, prepared by Dalton & Neves, Engineers, November 1965 and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Southland Avenue at the joint front corner of Lots Nos. 3 and 4 and running thence along the joint boundary of Lots Nos. 3 and 4, N. 63-46 E. 181 feet to an iron pin in the rear line of Lot No. 8; thence turning and running S. 9-48 E. 130.4 feet to an iron pin in the rear of Lot No. 7; thence turning and running along the joint line of Lot No. 4 and property of First Church of Christ Scientist, S. 63-50 W. 142.7 feet to an iron pin on the eastern side of Southland Avenue; thence turning and running along Southland Avenue, N. 26-10 W. 125 feet to the point of beginning.

The above described property is the same property conveyed to the Mortgagor by deed of J. Byrd Henry dated October 3, 1983 to be recorded herewith.

STATE OF SOUTH CAROLINA  
RECORDS AND DEEDS DIVISION  
DOCUMENTARY  
STAMP  
TAX = 24.00

which has the address of 33 Southland Avenue Greenville  
(Street) (City)  
S.C. 29601 (herein "Property Address");  
(State and Zip Code)

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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