

FILED
MAR 5 1984
Donnie S. Tankersley

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MORTGAGE

THIS MORTGAGE is made this 17th day of February 1984, between the Mortgagor, Jerry Ray Byerly and Winifred R. Byerly, American Federal Bank, FSB, 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 Ten Thousand-Five Hundred Eighty Three and 40/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 17, 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 March 15, 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 piece, parcel or lot of land situate, lying and being at the southeastern corner of intersection of Bahan Street and Circle Drive near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot "A" on a plat of property of Grace Alm Simmons, plat of which is recorded in the RMC Office for Greenville County in Plat Book NN at Page 190, said lot having such metes and bounds as shown thereon.

This is that same property conveyed by deed of Billy Ray Stokes to JERRY RAY BYERLY AND WINIFRED R. BYERLY dated November 30th, 1976 and recorded November 30th, 1976 in Deed Volume 1047 at page 40 in the RMC Office for Greenville County, South Carolina.

which has the address of 204 Bahan Street, Taylors, SC 29687 (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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