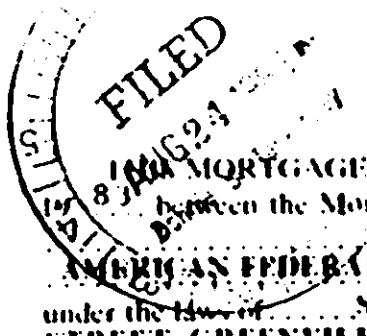


1983

Documentary Stamps are figured on the amount financed \$

# MORTGAGE



MORTGAGE is made this 18th day of July 1983 between the Mortgagor, Gary Lee & Shelby J. Timms (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 Five Thousand Nine Hundred Fifty Nine, and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 18th, 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 August 1, 1988.

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 situate, lying and being in the County of Greenville, State of South Carolina, and being known as Lot number FIFTY SEVEN (57) on plat of Cedar Lane Gardens, dated August 27, 1955 and re-recorded in RYC Office for Greenville County in Plat Book 66, page 139, and having the following metes and bounds according to said plat, to wit:

BEGINNING at an iron pin on the southwestern side of Gardenia Drive at the joint front corner of Lots 57 and 58, and running thence along the joint side of said lots, S. 37-35 W., 156.3 feet to an iron pin on the southwestern side of a five foot utility easement, joint rear corner of Lots 57 and 58; thence along the rear line of Lot No. 57 and utility easement, N. 56-09 W., 50 feet to an iron pin, joint rear corner of Lots 56 and 57; thence along the joint line of said lots 56 and 57, N. 20-34 E., 87.4 feet to an iron pin, joint rear corner of lots 55 and 56; thence along the line of Lots 55 and 57, N. 38-05 E., 80.6 feet to an iron pin on the southwestern side of Gardenia Drive; thence along Gardenia Drive, S. 48-55 E., 75 feet to the beginning.

This is the same property conveyed by deed of O. B. Lancaster and Annie Belle S. Lancaster to Gary L. Timms, Sr. and Shelby Jean Timms, dated August 20, 1981, and recorded August 26, 1981 in the RYC Office for Greenville County in Deed Volume 1154 Page 124.

which has the address of 4 Gardenia Dr. Greenville SC 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, for the term hereof, if this Mortgage is a leasehold, and herein referred to as the "Property".

Borrower covenants that Borrower shall be bound on the date hereof, and shall remain bound, to defend, protect, maintain, and defend the Property, that the Property is not subject to any other lien, mortgage, or encumbrance, and that Borrower shall defend, protect, maintain, and defend the Property against all claims, suits, actions, and proceedings, and shall pay the costs and expenses thereof, and shall defend, protect, maintain, and defend the Property against all claims, suits, actions, and proceedings, and shall pay the costs and expenses thereof, and shall defend, protect, maintain, and defend the Property against all claims, suits, actions, and proceedings, and shall pay the costs and expenses thereof.

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