



1550 902

# MORTGAGE

THIS MORTGAGE is made this 12th day of August, 1981 between the Mortgagor, Mohammed H. Yasine and Jacqueline J. Yasine (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 Fifteen thousand, four hundred, twenty-five and 40/100 Dollars, which indebtedness is evidenced by Borrower's note, dated August 12, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1986.

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:

Unit No. 16 D, Briarcreek Condominiums, Horizontal Property Regime, which unit includes a wooden deck measuring approximately 23'x10' extending from the rear of said unit situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the RMC Office for Greenville County, SC, in Deed Book 956, page 99 and Certificates of Amendment dated November 29, 1973, and recorded in the RMC Office for Greenville County, SC in Deed book 989, page 205.

The within conveyance is made subject to the reservations, restrictions and limitations on use of the above described premises and all covenants and obligations set forth in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the RMC Office for Greenville County, SC in deed book 956, page 99, as By Laws of Briarcreek Association, Inc., as the same may hereafter be amended, all of said reservations, restrictions, limitations assessments or charges and all other covenants, agreements, obligations conditions and provisions are incorporated in the within deed by reference and constitute covenants running with the land equitable servitudes and liens to the extent set forth in said documents and as provided by law all of which are hereby accepted by the grantees herein and his heirs, executors administrators and assigns.

This is the same property conveyed to the Grantor by deed of Yeargin Properties, Inc. recorded in the RMC Office for Greenville County, in deed book 995, page 225 on March 12, 1974.

This is the same property conveyed by deed of Joe C. Dunn, dated 7/3/79, recorded 7/11/79 in volum 1106 page 516 of the RMC Office for Greenville County, SC.

which has the address of 81 Briarview Circle, Greenville, SC 29615 (herein "Property Address");  
(Street) (City) (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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