

FILED  
GREENVILLE CO. S. C.  
AUG 30 3 37 PM '82  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this 30th day of August 1982, between the Mortgagor, M. Baker Wyche, III and Marguertie R. Wyche (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 Seven thousand five hundred and no/100ths (\$7,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 30, 1982 (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, 1992

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, on the northeastern side of Byrd Boulevard, in the City of Greenville, being known and designated as Lot No. 228 and the rear portion of Lot No. 227, as shown on a plat entitled "Second Revision of Traxler Park", recorded in the RMC Office for Greenville County in Plat Book F at pages 114 and 115, and having, according to said plat and a revised plat recorded in Plat Book G at pages 115 and 116, when described in the aggregate, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northeastern side of Byrd Boulevard 80 feet southeast of the intersection of Byrd Boulevard and Woodvale Avenue at the joint front corner of Lots Nos. 227 and 228 and running thence with the northeast side of Byrd Boulevard S 60-28 E, 75 feet to an iron pin at the joint front corner of Lots Nos. 228 and 229; thence with the line of Lot No. 229 N 29-32 E, 193.5 feet to an iron pin in the line of Lot No. 235; thence with the line of Lot No. 235 N 57-40 W, 116.08 feet to an iron pin on the southern side of Woodvale Avenue; thence with the southern side of Woodvale Avenue approximately S 52-56 W, 12 feet to an iron pin; thence along a new line through Lot No. 227 S 56-12 E, 48 feet, more or less, to an iron pin in the line of Lots Nos. 227 and 228; thence with the line of Lot No. 227 S 29-32 W, 185 feet to the point of beginning.

DERIVATION : Deed of Mary H. Dobbins recorded August 30, 1982 in Deed Book 1173 at page 35 in the Greenville County RMC Office.

This mortgage is junior and secondary in lien to that certain mortgage of J. Donald Dobbins and Mary H. Dobbins to Fidelity Federal Savings and Loan Association now known as American Federal Savings and Loan Association in the original amount of \$42,400.00 recorded July 31, 1973 in Mortgage Book 1286 at page 427.

which has the address of 105 Byrd Boulevard, Greenville, SC (Street) (City) (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.

CO10 - 11 AUG 30 1982

046

4 1 1 1

1579

4328 RV.2