



# MORTGAGE

THIS MORTGAGE is made this 27 day of July 1981, between the Mortgagor, Wayne D. Tinsley and Janice Tinsley (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 Twenty-eight thousand, two hundred thirty-nine and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 27, 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 August 15, 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 Greenville, State of South Carolina:

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, about seven miles southwest of the City of Greenville, being known and designated as Lot No. 33A, being shown as a portion of Lot No. 33, of the Property of William R. Timmons Jr., according to a plat of record in the RMC Office for Greenville County, in Plat book 000 at page 193, and also shown on a more recent plat drawn for James E. Burger, by Carolina Surveying Company, dated January 17, 1977, recorded in Plat Book 6A at page 56, and having, according to the more recent plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of Driftwood Drive at the joint front corner of Lots No. 34 and 33A and running thence with the joint line of said lots, N. 40-29 E., 211.5 feet to an iron pin; thence S. 51-41 E. 219 feet to an iron pin; thence S. 39-45 W., 50 feet to an iron pin; thence S. 48-45 E., 18 feet to an iron pin; thence with the joint line of Lots No. 33 A and 33B, S. 72-38 W., 230.8 feet to an iron pin on the northeastern side of Driftwood Drive; thence along said Drive, N. 30-41 W., 48 feet to an iron pin; thence N. 41-01 W., 70 feet to an iron pin, the point of beginning, and being the same property conveyed by James W. Skelton to James S. Duncan and Betty S. Duncan by a deed dated January 26, 1978, and recorded on January 30, 1978, in said RMC Office in deed book 1072 at page 789.

This property is subject to existing easements, restrictions and rights of way upon or affecting said property.

This is the same property conveyed by deed of James S. Duncan and Betty S. Duncan, dated 2/29/80, recorded 4/18/80 in volume 1124, page 277 of the RMC Office for Greenville County, SC.

which has the address of Route 6, Driftwood Drive, Piedmont, SC 29673 (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.

REC'D AUG 18 1981 831

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