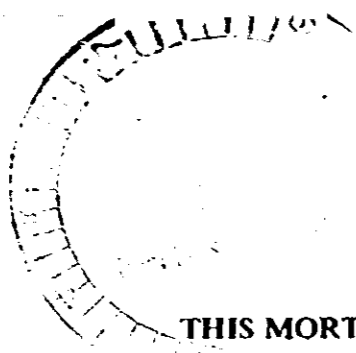


4566

# MORTGAGE



THIS MORTGAGE is made this 5th day of August 1981, between the Mortgagor, Barry J. Lynch and Susan S. Lynch (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-four thousand, four hundred, twenty-one and 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 5, 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, 1991

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 State of South Carolina, County of Greenville, on the northerly side of Crescent Avenue (formerly Mills Avenue) in the City of Greenville, being shown and designated as Lto Number 14, Block B, on plat of property of Cagle Park Company as recorded in the RMC Office for Greenville County, South Carolina, in plat book Z page 3, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the northerly side of Crescent Avenue (formerly Mills Avenue) at the joint front corner of Lots 13 and 14 and running thence with the common line of said lots, N. 1-33 W. 174 feet to an iron pin at the joint rear corner of lots 13 and 14; thence, N. 89-07 E. 68.5 feet to an iron pin at the joint rear corner of lots 14 and 15; thence with the common line of said lots, S. 0-23 E. 190.2 feet to an iron pin on the northerly side of Crescent Avenue; thence with the northerly side of Crescent Avenue South, 76-58 E. 67 feet to an iron pin, the point of beginning.

This is the same proeprty conveyed by deed of James R. Crozier, Jr. and Judith B. Crozier dated 5/27/80, recorded 7/16/80 in volume 1129, page 317 of the RMC Office for Greenville County, SC.

which has the address of 105 Crescent Ave., Greenville, SC 29605 (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.

RECORDED 5 A 1981 825

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