

RECORDED
DEC 1 11 26 AM '81
R.H.C. HARRISLEY

MORTGAGE

THIS MORTGAGE is made this 30th day of November, 1981, between the Mortgagor, W. T. FINCHER AND LYNNE L. FINCHER (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").

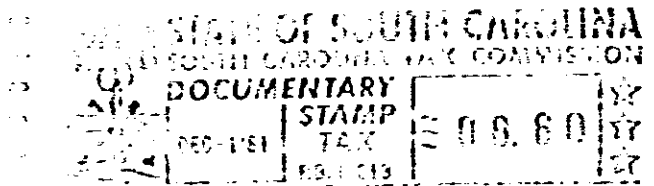
WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 30, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2001.

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 in the County of Greenville, State of South Carolina, on the northwesterly side of Setfair Lane, being shown and designated as Lot No. 39, on plat entitled, "Revision of Lots 38, 39, 40 and 41, Section II, Spring Forest Sub-division", recorded in the RMC Office for Greenville County, S. C., in Plat Book "VVV", at Page 103, and having, according to a more recent survey prepared by Freeland and Associates, dated November 24, 1981, entitled "Property of W. T. Fincher and Lynne L. Fincher, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Setfair Lane, joint front corner of Lots Nos. 39 and 40, and running thence N. 60-08 W. 150 feet to an iron pin; running thence N. 38-00 E. 140 feet to an iron pin; running thence S. 44-45 E. 148.6 feet to an iron pin on the northwesterly side of Setfair Lane; thence with the northwesterly side of Setfair Lane, on a curve, the chord of which is S. 37-21 W. 100 feet to the point of BEGINNING.

THIS is the same property conveyed to the mortgagor's herein by deed of Kenneth G. Brown and Nancy J. Brown, dated November 30, 1981, and recorded simultaneously herewith.



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#5 Setfair Lane Greenville
which has the address of _____, _____
South Carolina 29615 (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 seized 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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