

REAL ESTATE MORTGAGE

1505 812

STATE OF SOUTH CAROLINA)
)
 COUNTY OF Greenville)

FILED
 GREENVILLE CO. S. C.

MORTGAGOR(S)/BORROWER(S)
 Jon P. Lorbach and Sally M. Lorbach
 No. 9 Cunningham Circle Taylors, South Carolina R.M.C.

MORTGAGEE/LENDER
 Sunamerica Financial Corporation
 33 Villa Road, Suite 201
 Greenville, South Carolina 29606

Account Number(s) 404236 Amount Financed \$38,533.27 Total Note \$72,960.00

KNOW ALL MEN BY THESE PRESENTS, that the said Borrower, in consideration of the debt referred to by the account number(s) and amount financed above, and of the sum of money advanced thereunder, which indebtedness is evidenced by Borrower's note bearing the date 15th day of March, 1982, providing for installment payments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 22nd day of March, 1990; and in the further consideration of (1) all existing indebtedness of Borrower to Lender (including, but not limited to, the above-described advances), evidenced by promissory notes and all renewals and extensions thereof, (2) all future advances that may subsequently be made to Borrower by Lender, to be evidenced by promissory notes, and all renewals and extensions thereof, and (3) all other indebtedness of Borrower to Lender now due or to become due or hereafter contracted, the maximum principal amount of all existing indebtedness, future advances, and all other indebtedness outstanding at any time not to exceed Fifty Thousand Dollars and no/100 Dollars (\$50,000.00), plus interest thereon, attorney's fees and court costs, with interest as provided in said note(s), and costs including a reasonable attorney's fee of not less than fifteen per centum of the total amount due thereon and charges as provided in said note(s) and herein, the undersigned Borrower does hereby mortgage, grant and convey to Lender, and by these presents does hereby grant, bargain, sell, convey and mortgage, in fee simple, unto Lender, its successors and assigns the following described property:

ALL that piece, parcel or lot of land situate, lying and being on the southern side of Crabapple Drive near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 23, Cunningham Acres plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 4N at Page 73 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Crabapple Drive at the joint front corner of Lots Nos. 22 and 23 and running thence with the joint line of said lots, S. 3-10 E., 165.2 feet to an iron pin; running thence S. 86-50 W., 100 feet to an iron pin at the joint rear corner of Lots Nos. 23 and 24; running thence with the joint line of said lots N. 3-10 W., 165.14 feet to an iron pin on the southern side of Crabapple Drive; running thence with the southern side of said drive N. 86-52 E., 100 feet to an iron pin, point of beginning.

This property is conveyed subject to restrictions and easements or rights of Way, if any, of record.

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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, water stock and all fixtures now or hereafter attached to the property, all of which, including replacements or 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 referred to as the "property". DERIVATION: Title passed from Joe H. Harvey and W. David Roe

by the Borrower by Deed Dated 3/6/73, recorded March 7, 19 73,
 in the Office of the Clerk of Court
 for Greenville County in Deed Book 969
 at Page 250

TO HAVE AND TO HOLD, all and singular, the said property unto Lender and Lender's successors and assigns, forever.

Borrower covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate, if any, as is stated hereinbefore), that he has good, right and lawful authority to sell, convey, mortgage or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except: (if none, so state.)

Fidelity Federal Savings and Loan Association

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