



MORTGAGE

THIS MORTGAGE is made this 5th day of April 1982 between the Mortgagor, James F. Tyson and Janice M. Tyson (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 One hundred, seven thousand, eight hundred, ninety-eight and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 5, 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 April 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 on the southern side of Richfield Terrace, Greenville County, South Carolina, being shown and designated as Lot 18 on a Plat of DEVENGER PLACE, Section 7, recorded in the RMC Office for Greenville County in Plat Book 5-P, at Page 3. Said Lot fronts 100.0 feet on the southern side of Richfield Terrace; runs back an aggregate of 157.0 feet along Hudson Farm Road; runs back to a depth of 150.0 feet on its western boundary, and is 91.6 feet across the rear.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances easements and rights of way, if any, affecting the above property.

This is the same property conveyed by deed of Premier Investment, Co., Inc. to James F. Tyson and Janice M. Tyson dated 8/26/77, recorded 9/9/77, in deed volume 1064, at Page 431, in the RMC Office for Greenville County, SC.

which has the address of 101 Richfield Terrace, Greer, SC 29651 (herein "Property Address");

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.

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