

FILED  
GREENVILLE S.C.

# MORTGAGE

BOOK 1605 PAGE 836

MAY 10 9 33 AM '83

CONTR. S. H. ENSLEY  
THIS MORTGAGE is made this 9th day of May 1983, between the Mortgagor, JAMES A. H. WYATT AND MARGARET S. WYATT (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

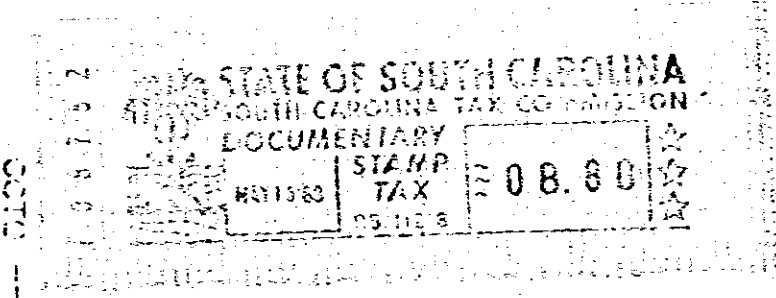
WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY ONE THOUSAND NINE HUNDRED FIFTY AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 5, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2013;

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, being on the westerly side of Elaine Avenue (formerly Keasley Street), near the City of Greenville, S. C., being known and designated as Lot No. 18 on plat of PINE BROOK DEVELOPMENT, as recorded in the RMC Office for Greenville County, S. C. in Plat Book "Z" at Page 148, and having, according to a more recent survey prepared by Freeland and Associates, dated May 5, 1983, entitled "Property of James A. Wyatt and Margaret S. Wyatt, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corners of Lots 16 and 18 and running thence S. 56-29 W. 160.0 feet to an iron pin; thence with the rear line of Lot 18, N. 33-31 W. 72.0 feet to an iron pin; thence running N. 56-29 E. 160.0 feet to an iron pin; thence with Elaine Avenue S. 33-31 E. 72.0 feet to an iron pin, the point of BEGINNING.

THIS is the same property conveyed to the Mortgagors herein by deed of Robert W. Davis and Gail N. Davis, dated January 30, 1976 and recorded February 3, 1976 in the RMC Office for Greenville County in Deed Book 1031 at Page 76.



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which has the address of 310 Elaine Avenue, Taylors, South Carolina 29687 (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.