



# MORTGAGE

Documentary Stamps are figured on  
the amount financed: \$ 22,861.51

THIS MORTGAGE is made this 7th day of October, 1983, between the Mortgagor, Richard T. Dyar and Cheryl W. Dyar (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 ~~Fourty Three Thousand Nine Hundred Twelve dollars and 80/100~~ Dollars, which indebtedness is evidenced by Borrower's note dated October 7, 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 October 15, 1993

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 piece, parcel of lot of land, with improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 12 on plat of Delivista Heights, recorded in the RMC Office for Greenville County in Plat Book RR at Page 125 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Maria Louisa Lane at the joint corner of Lots Nos. 11 and 12 and running thence with the joint line of said lots S. 17-06 E., 148.8 feet to an iron pin; thence S. 69-02 W., 100 feet to an iron pin at the joint rear corner of Lots Nos. 12 and 13; running thence along the joint line of said lots N. 20-58 W., 150 feet to an iron pin on the northern side of Maria Louisa Lane; running thence along Maria Louisa Lane, N. 69-02 E., 85 feet to an iron pin; thence N. 72-02 E., 25 feet to an iron pin, point of beginning.

This is the same property conveyed to the Grantors herein by deed of John W. Cauley recorded in the RMC Office for Greenville County in Deed Book 913 at Page 547 on the 27th day of April 1971.

This is that same property conveyed by deed of David Ronald Brazell to Richard T. Dyar and Cheryl W. Dyar dated October 21, 1977 and recorded October 21, 1977 in deed Volume 1067 at Page 241 in the RMC Office for Greenville County, SC.

which has the address of Rt 5 Maria Louisa Lane Greenville, SC 29609 (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.

