

MORTGAGE

THIS MORTGAGE is made this 24th day of June 1982, between the Mortgagor, William C. Dyar and Debra H. 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 Thirty four thousand seven hundred eighty and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 24, 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 July 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 in the County of Greenville, State of South Carolina, on the westerly side of State Park Road as shown on plat entitled "Property of William C. Dyar," prepared by C. O. Riddle, RLS, April, 1975, containing 0.22 acres, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap near the center line of State Park Road at corner of property conveyed this date to William C. Dyar, and running thence S. 19-46 W. 34.6 feet to nail and cap; thence N. 85-42 W. 73.1 feet to an iron pin; thence N. 2-26 E. 199.2 feet to an iron pin; thence S. 23-56 E. 188 feet to a nail and cap, the point of beginning.

This is that same property conveyed by deed of William Vance Rainey to William C. Dyar, dated 5/3/77, recorded 5/5/77, Deed Volume 1056, at Page 67, in the RMC Office for Greenville County, SC.'

ALSO: ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the easterly side of State Park Road, as shown on plat entitled "Property of William C. Dyar," prepared by C. O. Riddle, RLS, April, 1975, containing 0.65 acres, and having; according to said plat, the following metes and bounds, to-wit:

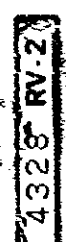
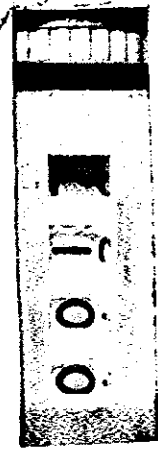
BEGINNING at an iron pin at the corner of property conveyed this date to William C. Dyar and running thence on a line N. 15-02 E. 162.5 feet to an iron pin; running thence N. 77-53 W. (crossing iron pin back of line at 25 feet) 215 feet to a nail and cap; thence S 19-46 feet W. 94.8 feet to a nail and cap; running thence S. 60-35 E. (crossing iron pin at 25 feet on line) 229.7 feet to an iron pin the point of beginning.

This is that same property conveyed by deed of William O. Holloway to William C. Dyar, dated 5/3/77, recorded 5/5/77, in Deed Volume 1056, at Page 66, in the RMC Office for Greenville County, SC.

which has the address of Rt. 5, State Park Rd., Greenville, S.C. 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.



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