(5)

SEP 15 2 53 PH 182 15th day of Sep 19. 82 between the Montgagor, R.S. Barry J. Lynch and Susan S. Lynch (herein "Borrower"), and the Montgagor September under the laws of... THE UNITED STATES OF AMERICA..., whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

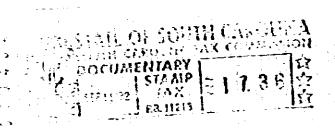
WHEREAS, Borrower is indebted to Lender in the principal sum of . Forty-three . Thousand . Three. Hundred . Fifty-three .and . 42/100---Dollars, which indebtedness is evidenced by Borrower's note dated...September .15, .1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on. March. 14,..1983........

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 State of South Carolina:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, being lot No. 6, of Block No. 5, Boyce Lawn Addition, according to revised plat of October 18, 1907, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest corner of Pettigru Street and Boyce Avenue, City of Greenville, and running thence along Boyce Avenue S. 15-0 E. 126 feet, one inch, to an iron pin on a ten foot alley; thence along said alley S. 76-45 W. 71 feet 8 inches to an iron pin; corner of Lot No. 5; thence N. 15-0 E. 126 feet, on inch, to an iron pin on Pettigru Street; thence along Pettigru Street N. 76-45 E. 71 feet eight inches, to the point of beginning and being the same lot conveyed to the Mortgagors herein by deed of Elizabeth C. Hendricks dated September 14, 1982 and to be recorded of even date herewith.

This is a second Mortgage and junior in lien to that certain mortgage of real estate given by the Mortgagors herein unto Elizabeth C. Hendricks date September 15, 1982 in the amount of One Thousand Dollars (\$1,000.00) and recorded in the R.M.C. Office for Greenville County, South Carolina in Mortgage Book ___ at Page____



which has the address of 414 Pettigru Street, Greenville, South Carolina [City]

29601 (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.

SOUTH CAROLINA -- 1 to 4 Family 6:75 ENVAFEHLING UNIFORM INSTRUMENT

CJ