



MORTGAGE

THIS MORTGAGE is made this 20th day of October 19 81, between the Mortgagor, Relave McIntyre, Jr. and Dorothy D. McIntyre (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 Thirty-nine thousand, three hundred fifty-eight and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 20, 1981 (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, 1991;

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 near the City of Greenville, Gantt Township, County of Greenville, State of South Carolina, and having according to a plat prepared by C. O. Riddle, R. L.S., dated March 26, 1959, entitled "Property of Otis Davis," the following metes and bounds:

BEGINNING at an iron pin at the Southwestern corner of the intersection of Prosperity Avenue (formerly Plantation Road) and Theresa Drive and running thence with the Southwestern side of Prosperity Avenue and following the curve thereof, the chord of which is N. 52-21 W. , 188.6 feet to an iron pin; thence S. 20-55 W. 203.7 feet to an iron pin at the joint rear corner of the lot herein conveyed and a lot conveyed this date to Preston Posley, et al., thence with said Posley property S. 6-50 E. 175.5 feet to an iron pin on the Northwestern side of Theresa Drive; thence with the Northwestern side of Theresa Drive N. 23-43 E. 186.8 feet to the point of beginning.

This is a portion of the property conveyed to the grantor herein by deed of John T. Davenport, Receiver, dated March 7, 1939, recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 209 at page 201.

This is the same property conveyed by Deed of Otis Davis unto Relave McIntyre, Jr. and Dorothy D. McIntyre, dated July 20, 1960 recorded July 21, 1960, in the RMC Office for Greenville County, South Carolina, volume 655 page 166.

which has the address of 21 Theresa Drive Greenville, South Carolina (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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