

FILED
S. C.
DEC 15 3 16 AM '82
GREENVILLE

BOOK 1539 PAGE 121

MORTGAGE

THIS MORTGAGE is made this 15th day of December 1982, between the Mortgagor, James S. Dills (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").

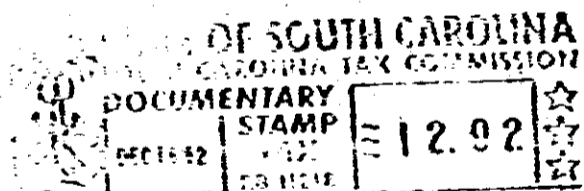
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-two Thousand Two Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 15, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2003

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 or lot of land, with all buildings and improvements, situate, lying and being on the southern side of Sunrise Drive, in the City of Mauldin, Greenville County, South Carolina, being shown and designated as Lot No. 5 on a plat of the PROPERTY OF S. M. FORRESTER, dated March 23, 1956, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book ZZ, page 75, reference to which is hereby craved for the metes and bounds thereof, said property having a frontage on Sunrise Drive of 90 feet.

The above property is the same conveyed to the Mortgagor by deed of Frank S. Leake, Jr., G. Sidney Garrett and J. Calvin Summey, to be recorded simultaneously herewith.

The above described property is shown on a current plat of JAMES S. DILLS by Freeland & Associates, dated December 9th, 1982, recorded in the RMC Office for Greenville County, S. C., in Plat Book 9K page 10, reference to which plat is hereby craved for the metes and bounds thereof.



which has the address of 124 Sunrise Drive, Mauldin (Street) (City) South Carolina 29662 (herein "Property Address"); (State and Zip Code)

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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