



Documentary Stamps are figured on the amount financed: \$ 15,062.04

BOOK 1594 PAGE 38

MORTGAGE

THIS MORTGAGE is made this Seventeenth (17th) day of January 1983, between the Mortgagor, James Burgess (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 thousand, Four Hundred... Seventy Eight and 80/100 (\$30,478.80) Dollars, which indebtedness is evidenced by Borrower's note dated January 17, 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 February 1, 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 certain piece, parcel or lot of land situate, lying and being on the northern side of E. Seventh Street, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 68, Sec. C. of Woodside Mills, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book W. at Pages 111 through 117, said lot having such metes and bounds, as shown thereon.

This is that same property conveyed by deed of Frank P. McGowan, Master to James Burgess, dated 4/23/81, recorded 4/24/81, in Deed Volume 1146, at Page 909, in the R.M.C. Office for Greenville County, SC.

which has the address of 53 Seventh Avenue, Woodside, Greenville, South Carolina 29611 (herein "Property Address");
[Street] [City] [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 seized 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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