

# MORTGAGE

THIS MORTGAGE is made this 18th day of February, 1982, between the Mortgagor, David E. Sand and Sherry W. Sand (herein "Borrower"), and the Mortgagee, American Service Corporation, a corporation organized and existing under the laws of the State of South Carolina, whose address is P.O. Box 1268, Greenville, S.C. 29602 (herein "Lender").

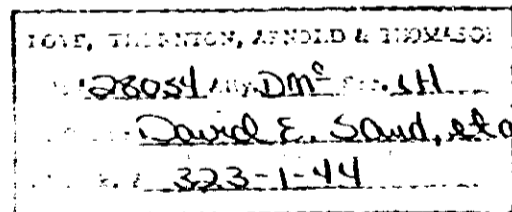
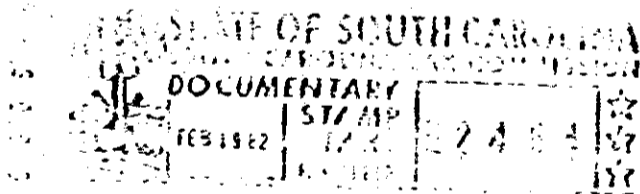
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty One Thousand Six Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated February 18, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012;

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 westerly side of Chickamauga Lane, in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 43 on a plat of Powderhorn, Section 1, dated July 31, 1980 by Freeland and Associates and recorded in the Office of the RMC for Greenville County in Plat Book 7-X at Page 24, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southern corner of said lot near the intersection of Powderhorn Road and Chickamauga Lane and running thence N 55-49 W 160.8 feet to an iron pin; thence N 36-30 E 75.1 feet to an iron pin at the joint rear corner of Lot 43 and Lot 44; thence S 61-47 E 150.2 feet to an iron pin on Chickamauga Lane; thence with said Lane S 28-52 W 91.0 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of American Service Corporation, dated and recorded of even date herewith.



which has the address of Lot 43 Chickamauga Lane Simpsonville, S.C. (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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