

LAW OFFICES OF THOMAS C. BRISSEY, P.A.

FILED CO. S. C. MORTGAGE

APR 11 13 AM '82

THIS MORTGAGE is made this 2nd day of April 1982, between the Mortgagor, Philip W. Porter and Kaye R. Porter (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").

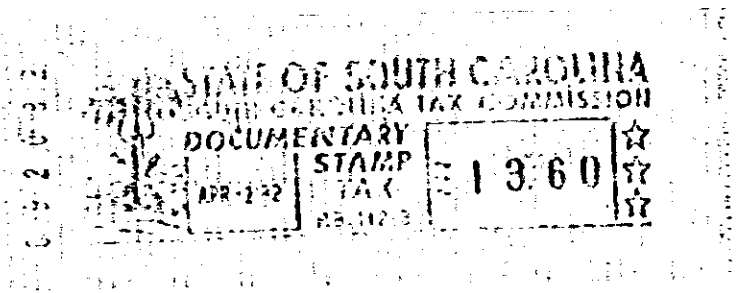
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Four Thousand and No/100 (\$34,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 2, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 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, lying and being on the south-westerly side of Cleveland Street, in the City of Greenville, State of South Carolina, being known and designated as Lot No. 7 on Plat of the subdivision of property of Ruth H. Lynch, prepared by Piedmont Engineering Service, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book XX, page 71, and having according to said Plat the following metes and bounds, to-wit:

Beginning at a point on the southwesterly side of Cleveland Street, the joint front corners of Lot 6 and 7 and running thence along the line of said Lots S. 43-46 W. 180 feet to the joint rear corner of said Lots; thence along the rear line of Lot 7 and 8, S. 46-12 W. 108.8 feet to Crescent Avenue; thence along Crescent Avenue N. 46-56 E. 161.6 feet to the corner of Crescent Avenue and Cleveland Street; thence N. 5-28 W. 44.3 feet; thence along Cleveland Street N. 53-16 W. 85 feet to the point of beginning.

This being the same property conveyed to Mortgagor by deed of J.M. Rogers recorded in the RMC Office for Greenville County in Deed Book 934 at page 17 on January 17, 1972.



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which has the address of 744 Cleveland Street 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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