FILED
GREENVILLE CO. S.C.
SEP 20 2 44 PM '82
DONNIE S. TANKERSLEY
R.M.C.

BOOK 1580 PAGE 950

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, ELLIOTT EARL BERRY, JR. and JANICE M. BERRY

(hereinafter referred to as Mortgagor) is well and truly indebted unto MATTHEW R. SAMPSON and LUCILLE B. SAMPSON

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of ----------
--------FIVE THOUSAND AND NO/100---------- Dollars ($ 5,000.00) due and payable on or before September 20, 1987 with no interest thereon. No payments due until the above date, at which time the entire sum of $5,000.00 will be due. The Grantors herein reserve the right to pre-pay this sum in whole or in part with no penalty.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars ($3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, as shown on a plat entitled Property of A. H. Morgan, Jr., prepared by W. R. Williams, Jr., and recorded in the Office of the RMC for Greenville County in Plat Book U at Page 59. Reference to said plat being craved for a metes and bounds description thereof.

This being the same property conveyed to the Mortgagors herein by deed of Matthew R. Sampson and Lucille B. Sampson of even date to be recorded herewith.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat, or on the premises.

This mortgage is third in lien to that certain mortgage held by First Union which is dated September 20, 1982 to be recorded herewith in the original amount of $10,200.00.

STATE OF SOUTH CAROLINA
TAX COMMISSION
DOCUMENTARY STAMP TAX
02.00

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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