

FILED
GREENVILLE CO. S. C.

SEP 22 3 50 PM '82

DONNIE S. TAKERSLEY
R.M.C.

BOOK 1581 PAGE 117

MORTGAGE

THIS MORTGAGE is made this 22 day of September 1982, between the Mortgagor, Donald James Sampson (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").

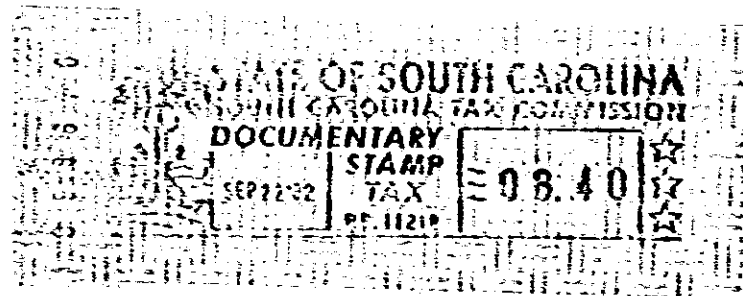
WHEREAS, Borrower is indebted to Lender in the principal sum of TWENTY-ONE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 22, 1982 herein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1997;

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 in the City of Greenville, County of Greenville, State of South Carolina, and lying on the northern side of Lavinia Avenue and known as Lot 32, also Greenville County Tax Map #40, block 2-9 and having according to plat made by R. B. Bruce R.L.S. of Carolina Surveying Company, March 29, 1974, the following metes and bounds:

BEGINNING at an iron pin on the northeastern side of Lavinia Avenue and running thence with the northeastern side of Lavinia Avenue N. 21-45 W. 60 feet to a pin; thence N. 73-54 E. 155 feet to a pin on a 10 foot alley; thence with the 10 foot alley S. 21-45 E. 60 feet to an iron pin; thence S. 73-54 W., 155 feet to the point of beginning.

This is the same property conveyed to the mortgagors herein by deed Kate S. Carson dated April 29, 1974 and recorded in the RMC Office for Greenville County in Deed Book 998 at page 397.



which has the address of 108 Lavinia Avenue Greenville, S.C. 29601 (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.

400 9 55061801

4328 N-2