

Documentary Stamp  
the amount of \$1223.88

# MORTGAGE

BOOK 1595 PAGE 565

FEB 23 1983

THIS MORTGAGE is made this 17th day of January 1983 between the Mortgagor, Jessie W. Davis (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 Ten thousand, two hundred, seven dollars and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated Jan. 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 March 15, 1988

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 lot of land in Greenville County, State of South Carolina, in Sans Souci, being shown as Lot No.130 of the J.P. Rosamond Property shown on plat made by Dalton & Neves in April, 1931, recorded in Plat Book H at page 186, and having the following metes and bounds:

BEGINNING at an iron pin on the eastern side of Rutledge Avenue, joint corner of Lots 129 and 130; thence along line of Lot 29, S 55-55 E 145.6 feet to an iron pin in rear line of Lot 145; thence along rear line of Lots 145 and 144, S 43-15 W 71.5 feet to an iron pin at rear corner of Lot 131; thence along line of Lot 131, N 51-04 W 150.1 feet to an iron pin on the eastern side of Rutledge Avenue; thence N 49-05 E 60 feet to the beginning corner.

Being the same property conveyed to the grantor by deed recorded in Deed Book 900 at page 67 in the RMC Office for Greenville County.

This property is conveyed subject to restrictions, easements and rights of way of record affecting said property.

As a part of the consideration, the grantee assumes and agrees to pay that certain mortgage to Collateral Investment Company recorded in Mortgage Book 1168 at page 565 in the RMC Office for Greenville County on which there is a present balance of \$ 11,471.82

This is the same property conveyed by deed of Terry Lee Helms unto Jesse W. Davis, dated 3-15-71 recorded 3-16-71 in the RMC Office for Greenville County, volume 910, page 590.

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which has the address of 103 Rutledge Avenue Greenville South Carolina 29609 (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 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.

4. CCRD

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