

FILED
AUG 16 1983
Doris S. Tombersky

1021 324
Dixie County Savings Association
the amount being \$2,300.00

MORTGAGE

THIS MORTGAGE is made this 27th day of July 1983 between the Mortgagor, Wyatt E. Tompkins (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 three thousand One hundred and twenty four and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 27, 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 August 1, 1993.

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 near the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Pinehurst, Section 2, property of W.J. Burty, according to a plat prepared by J. Mac Richardson, April 1960, and according to said plat Lot #36, having such metes and bounds as shown thereon.

BEGINNING at an iron pin at the joint corner of lots #36 and #35, and running thence along the line of lots #35, S. 72-37 W. 169.8 feet to an iron pin in the line of lot #39; running thence N. 25-39 W. 132 feet to an iron pin at the joint corner of lots #36, #37 and #38; running thence N. 31-55 E. 84.1 feet to an iron pin on the southern side of Vista Drive; running thence along the southern side of Vista Drive S. 53 - 30 E. 172 feet to an iron pin on the southern side of Vista Drive, which line is curved the chord of which is S. 44-20 E. 52.1 feet to an iron pin, point of beginning.

This is the same property conveyed by deed of Jack E. Shaw, to Wyatt E. Tompkins, dated and recorded 9-9-60 in the RMC Office for Greenville County in Volume 658, at Page 350.

which has the address of 11 Vista Drive Greenville South Carolina 29609 (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 seized 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.

RECORDED

1328