



Documentary Stamps are figured on the amount financed: \$ 15,660.28

# MORTGAGE

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THIS MORTGAGE is made this 17th day of November 1983 between the Mortgagor, Stephen I. Burgess and Linda A. Burgess (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 Nine Thousand Eight Hundred Sixty Four Dollars & Forty Cents, which indebtedness is evidenced by Borrower's note dated November 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 December 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 with the improvements thereon lying and being on the easterly side of Overton Avenue, near the City of Greenville, SC and being designated as Lot No. 10 on plat entitled, "Cedar Vale" as recorded in the RMC Office for Greenville County, SC in Plat Book 000, page 13 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of Overton Avenue, joint front corner of Lots 10 and 11 and running thence along said Avenue N. 13-49 W. 50 feet to an iron pin; thence continuing with said Avenue N. 27-12 W. 20 feet to an iron pin, joint front corner of Lot Nos. 9 and 10; thence along the common line of said Lots N. 67-38 E. 285 feet to an iron pin; thence S. 70-47 E. 60 feet to an iron pin; thence S. 19-13 W. 245 feet to an iron pin, joint rear corner of Lots Nos. 10 and 11; thence along common line of said Lots N. 70-47 W. 177.5 feet to an iron pin, the point of beginning.

This conveyance is subject to restrictions applicable to this subdivision and is subject to all setback lines, roadways, easements and rights-of-way, if any, affecting said property.

This is the same property conveyed by deed of Samuel A. Heaton and Modean W. Heaton to Stephen I. and Linda A. Burgess, dated August 3, 1976 and recorded August 6, 1976 in the RMC Office for Greenville County in Deed Volume 1040 page 887.

which has the address of 18 Overton Ave. 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.

