

FILED
GREENVILLE CO. S. C.
AUG 30 3 34 PM '76
DONNIE S. TANKERSLEY
R.M.C.

900-1376 305

MORTGAGE

THIS MORTGAGE is made this 30th day of August 1976, between the Mortgagor, Edward L. Thomas and Irene K. Thomas (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America whose address is 1500 Hampton Street Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 30, 1976 (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, 1996.

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 piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, shown and designated as Lot No. 136, portion of Chanticleer, Section III, plat of which is recorded in the RMC Office for Greenville County, South Carolina in Plat Book 3-W, Page 23, and having according to said plat the following metes and bounds, to-wit:

Beginning at the corner of Lots 135 and 136 and running thence with line of Lot No. 135 N. 20-14 E., 188 feet; thence N. 64-26 W., 121.1 feet; thence S. 22-42 W. 196.2 feet to Chapman Road; thence with Chapman Road S. 70-09 E. 47.4 feet and S. 67-24 E., 82.6 feet to the point of beginning.

This is the same property conveyed to the mortgagor herein by deed of John J. Murray and Margaret T. Murray recorded August 30, 1976.

Address of mortgagee is P. O. Box 937, Greenville, South Carolina 29602.



which has the address of 183 Chapman Road, Greenville (City), South Carolina 29605 (State and Zip Code) (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.

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