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GREENVILLE CO. S. C.

BOOK 1503 PAGE 529

# MORTGAGE

MAY 21 11 35 AM '80  
GREENVILLE S. C.

THIS MORTGAGE is made this 15th day of May 1980, between the Mortgagor, David E. Thomas and Sylvia S. 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 Seven Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 15, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2010;

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 on the Western side of Pigeon Point, in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 82 as shown on a plat prepared by R. B. Bruce, dated February 12, 1975, entitled "Section 7, Forrester Woods", recorded in the R.M.C. Office for Greenville County in Plat Book 5P at Page 21, and having, according to said plat and to a more recent plat prepared by James R. Freeland, dated May 16, 1980, entitled "Property of David E. Thomas and Sylvia S. Thomas", the following metes and bounds:

BEGINNING at an iron pin on the Western side of Pigeon Point at the joint front corner of Lots Nos. 81 and 82, and running thence with the line of Lot No. 81 N. 72-19 W. 167 feet to an iron pin in the line of Lot No. 87; thence with the line of Lot No. 87 N. 17-48 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 82 and 83; thence with the line of Lot No. 83 S. 72-16 E. 161.3 feet to an iron pin on the Western side of Pigeon Point; thence with the Western side of Pigeon Point S. 14-31 W. 100 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Thomas C. Oliver, et al., dated April 5, 1980, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1126 at page 143, on May 21, 1980.

STATE OF SOUTH CAROLINA  
DOCUMENTARY  
\$ 23.00  
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which has the address of 104 Pigeon Point, Mauldin, South Carolina (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.

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