## **MORTGAGE**

THIS MORIGAGE is made this Sth day of July

19.80 between the Mortgagor. DANNY JACK THOYAS AND CONSTANCE WOFFORD THOYAS

(herein "Borrower"), and the Mortgagee. POINSETT FEDERAL

SAVINGS AND LOAN ASSOCIATION of Travelers Rest a corporation organized and existing under the laws of South Carolina whose address is 203 State Park Road,

Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Eight Thousand and No/100

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dated July 8, 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 December 1, 2009

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 in the State of South Carolina, County of Greenville, being shown and designated as a .59 acre lot on a plat entitled "Plat of Lot for Danny Jack and Constance W. Thomas" prepared by Terry T. Dill, dated June 23, 1980 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-C, at Page

BEGINNING at a corner point on Jackson Grove Road, Hwy. \$\$-262, and running S. 02-03 E. 140 feet along the line of Goodlett Creek Road, as shown on said plat, to a corner iron pin; thence along the line of Lot No. 2, N. 81-45 W. 201.4 feet to a corner iron pin; thence N. 11-40 E. 142 feet to a corner iron pin on said Jackson Grove Road; thence along the line of said Jackson Grove Road, S. 80-13 E. 168.2 feet to a corner iron pin, being the point of beginning.

Derivation: Jack Edgeworth Thomas & Mae Ann Pittman Thomas, Deed Book 1126, Page 194, recorded May 21, 1980.

South Carolina (herein "Property Address");

To Have and to Hold unto Lender and I ender'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 restorables listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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