

Mortgagee's mailing address: 301 College St., Greenville, S.C. 29601

FILED
SOUTH CAROLINA
DOCUMENTARY
STAMP
SEP 30 3 20 PM '80
MORTGAGE
(RENEGOTIABLE RATE MORTGAGE)

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THIS MORTGAGE is made this 30th day of September,
1980, between the Mortgagor, Jimmy J. Tharpe

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Two Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 30, 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 October 1, 1990

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 lying, situate and being in the County of Greenville, City of Greenville, State of South Carolina, being known and designated as Lot 21 on plat of the W. T. McBee Home Place, recorded in the RMC Office for Greenville County in Plat Book A at page 83, and having, according to a more recent plat entitled "Property of Jimmy J. Tharpe", dated September 26, 1980, prepared by Carolina Surveying Co., the following metes and bounds, to-wit:

Beginning at an iron pin on the northeast side of Pinckney Street at the joint front corner with Lot 23 and running thence along the joint line with Lot 23 N. 45-10 E. 160.5 feet to an iron pin at the joint rear corner with Lot 23; thence running S. 33-11 E. 51.81 feet to an iron pin at the joint rear corner with Lot 19; thence running along the joint line with Lot 19 S. 39-56 W. 144.3 feet to an iron pin on the northeast side of Pinckney Street at the joint front corner with Lot 19; thence running along the northeast side of Pinckney Street N. 50-30 W. 64.2 feet to an iron pin on the northeast side of Pinckney Street at the joint front corner with Lot 23, being the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of Harold William Payne and Bonnie P. Payne dated May 19, 1980, and recorded in the RMC Office for Greenville County on May 20, 1980, in Deed Book 1126 at Page 480.

The within Renegotiable Rate Mortgage is modified by the terms and conditions of the attached Renegotiable Rate Mortgage Rider.

which has the address of 30 Pinckney Street Greenville,
(Street) (City)
South Carolina 29602 (herein "Property Address");
(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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