

514 N. Main
Simpsonville, SC

FILED
MAY 29 1981
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DORRIS BANKERSLEY
R.H.C.

MORTGAGE

RENEGOTIABLE RATE
See Rider Attached

BOOK: 1540 PAGE: 369

THIS MORTGAGE is made this 4th day of May 1981, between the Mortgagor, James Guyton Thompson and Faye C. Thompson (herein "Borrower"), and the Mortgagee HERITAGE

FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S. C. 29360 (herein "Lender").

This mortgage includes a renegotiable rate mortgage rider which is hereby incorporated by reference and made a part hereof.

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-nine Thousand and No/100 (\$39,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 4, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2001 further providing for renewals at intervals of every years with adjustments to interest rates and monthly payments at each renewal; with final maturity on at which time the balance of indebtedness, if not sooner paid, shall come due and payable.

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:

TRACT 1: ALL that tract of land, with improvements thereon, situate in the County of Greenville, State of South Carolina, in Oaklawn Township, containing 4.35 acres, more or less, and shown as Tract B on plat of property of Earl W. Martin and Ora O. Martin prepared by Farmer and Simpson Engineers, Anderson, South Carolina, dated February 17, 1970 and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin N. 70-46 W. 1322.8 feet from the center of the intersection of Williams Road and Old Pelzer Road, running thence S. 20-07 W. 421.5 feet to an iron pin; thence N. 69-53 W. 555.1 feet to an iron pin at the corner of property of Washington Baptist Church; thence with said church property N. 46-05 E. 462 feet to an iron pin; thence S. 70-46 E. 353.2 feet to the point of beginning. This being the same property conveyed to James Guyton Thompson and Faye Coker Thompson by deed of Earl W. and Ora O. Martin March 9, 1970, recorded March 13, 1970 in Deed Volume 886 at page 65.

TRACT 2: ALL that certain piece, parcel or tract of land, situate, lying and being in Oaklawn Township, Greenville County, S.C., being shown and designated as Tract A-2, containing 2.97 acres on a plat made at the request of Earl W. Martin, said plat being dated April 26, 1973 made by Farmer & Simpson Engineers, Anderson, S.C., and having the following metes and bounds, to-wit: BEGINNING at a point, joint corner of Tract A-1, Tract A-2, Tract B and property now or formerly of Washington Baptist Church, and running thence with the joint line of Tract A-1, S. 20-07 W. 179 feet to a point; thence S. 69-53 E. 605 feet to a point; thence N. 20-07 E. 601.5 feet to a point in the line of property of Carl Allen and Vesta Chapman S. 70-46 E. 50 feet to a point; thence with the joint line of Tract B, S. 20-07 W. 421.5 feet to a point; thence N. 69-53 W. 555.1 feet to the point and place of beginning. This being the same property conveyed to James G. and Faye C. Thompson by deed of Earl W. and Ora O. Martin June 15, 1973, recorded June 28, 1973 in Deed Volume 977 at page 815, which has the address of Rt. 2, Box 86 Old Pelzer Road, Pelzer (City) S.C. 29669 (State and Zip Code);

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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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