

MORTGAGE

THIS MORTGAGE is made this 24th day of August, 1982, between the Mortgagor, THOMAS LEON NIX and TERESA JACKSON NIX, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 SIXTY THOUSAND, FOUR HUNDRED & No/100 (\$60,400.00) --- Dollars, which indebtedness is evidenced by Borrower's note dated _____, (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, 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 in the State of South Carolina, County of Greenville on the eastern side of Tarleton Way, being known and designated as Lot No. 182 on plat of CANEBRAKE II, recorded in the RMC Office for Greenville County in Plat Book 7-C at Page 69, and being further shown on a more recent survey made by Freeland & Associates, dated August 18, 1982, entitled "Property of Thomas Leon Nix and Teresa Jackson Nix", and having, according to said plats, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Tarleton Way, joint front corner of Lots Nos. 181 and 182, and running thence along the common line of said lots, S. 71-17 E. 170.71 feet; thence running S. 14-33 W. 75 feet to an iron pin, joint rear corner of Lots Nos. 182 and 183; thence running along the common line of said lots, N. 79-51 W. 181.21 feet to an iron pin on the eastern side of Tarleton Way; thence along said Tarleton Way, as follows: N. 18-01 E. 77 feet to an iron pin, and N. 27-52 E. 25.12 feet to an iron pin, the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Brian E. Dillon and Carol M. Dillon, dated August 24, 1982, and recorded simultaneously herewith.

which has the address of 111 Tarleton Way, Greer, S. C. 29651 (Street) (City) (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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