

FILED  
GREENVILLE CO. S. C.

BOOK 1578 PAGE 972

# MORTGAGE

AUG 27 3 16 PM '82

DONNIE S. TANKERSLEY  
 THIS MORTGAGE was made this 20th day of AUGUST 1982, between the Mortgagor, GEORGE R. FAIN, JR. AND MARILYN B. FAIN (herein "Borrower"), and the Mortgagee, COLONIAL INVESTMENT CORPORATION, a corporation organized and existing under the laws of TEXAS, whose address is P.O. BOX 2988, FORT WORTH, TEXAS 76113 (herein "Lender").

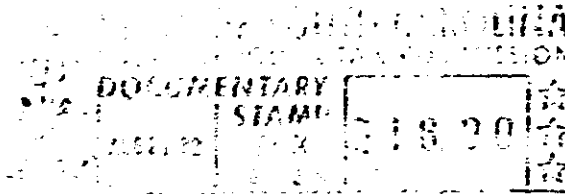
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY THOUSAND DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated AUGUST 20, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on SEPTEMBER 01, 2012;

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 WITH THE BUILDINGS AND IMPROVEMENTS THEREON SITUATE, LYING AND BEING ON THE SOUTHERN SIDE OF MERRIFIELD COURT, IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESIGNATED AS LOT NO. 103 ON A PLAT ENTITLED "FINAL PLAT REVISED, MAP #1, FOXCROFT, SECTION II", RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 4N, AT PAGES 36 & 37, AND ACCORDING TO A MORE RECENT SURVEY FOR GEORGE R. FAIN, JR. AND MARILYN B. FAIN PREPARED BY FREELAND AND ASSOCIATES, DATED AUGUST 5, 1982, AND HAVING ACCORDING TO THE MORE RECENT PLAT, THE FOLLOWING METES AND BOUNDS TO-WIT:

BEGINNING AT IRON PIN ON SOUTHERN SIDE OF MERRIFIELD COURT AT THE JOINT CORNER OF LOTS 103 AND 104 AND RUNNING THENCE ALONG THE COMMON LINE OF SAID LOTS, S. 7-29W. 199.7 FEET TO AN IRON PIN; THENCE ALONG THE REAR OF LOT 103 N. 83-00 W. 83.0 FEET TO AN IRON PIN; THENCE ALONG THE COMMON LINE OF LOTS 102 AND 103 N. 3-09 W. 199.1 FEET TO AN IRON PIN ON THE SOUTHERN SIDE OF MERRIFIELD COURT; THENCE ALONG THE SOUTHERN SIDE OF MERRIFIELD COURT S. 87-26 E. 58.4 FEET TO AN IRON PIN; THENCE CONTINUING ALONG THE SOUTHERN SIDE OF MERRIFIELD COURT S. 81-58 E. 61.6 FEET TO AN IRON PIN BEING THE POINT OF BEGINNING.

THIS IS THE SAME PROPERTY CONVEYED TO THE MORTGAGORS BY DEED OF ROBERT S. GALLOWAY, JR. AND FRANK P. HAMMOND AS TRUSTEES FOR M.I., INC., PAUL T. H. McIVER, AND R. E. HOUSTON, JR., UNDER TRUST AGREEMENT DATED OCTOBER 2, 1980, RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY ON MARCH 12, 1981, IN DEED BOOK 1144, PAGE 206.



which has the address of 110 MERRIFIELD COURT, GREENVILLE, SOUTH CAROLINA 29615 (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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