

FILED
CO. S. C.
SEP 17 3 26 AM '82
DONNIE TANKERSLEY
R.M.C.

BOOK 1580 PAGE 722

MORTGAGE

THIS MORTGAGE is made this 16th day of September 1982, between the Mortgagor, Jim D. Thomas (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

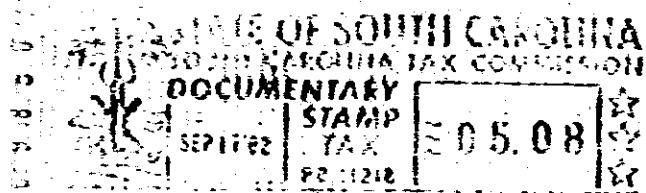
WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand Six Hundred Fifty (\$12,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1992.

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:

Unit No. 27-B in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 956, at Page 99, and Certificate of Amendment dated November 29, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 989, at Page 205.

This is the same property conveyed to the mortgagor herein by deed of Richard Davies which is dated September 16, 1982, and which is being recorded simultaneously herewith in Deed Book 1174, at Page 36.

The lien of this mortgage is junior and inferior in lien that that mortgage given to Fidelity Federal Savings and Loan Association (now American Federal Savings and Loan Association) as recorded in the RMC Office for Greenville County, South Carolina, in REM Book 1296, at Page 801, in the original amount of \$27,550.00.



which has the address of 110 Briarview Circle, Greenville, S.C. 29607 (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 seized 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.

4328 RV-2