

# MORTGAGE

THIS MORTGAGE is made this 22nd day of November, 1978, between the Mortgagor, Thomas G. Austin and Mary A. Austin (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is Hampton Street Columbia, South Carolina (herein "Lender").

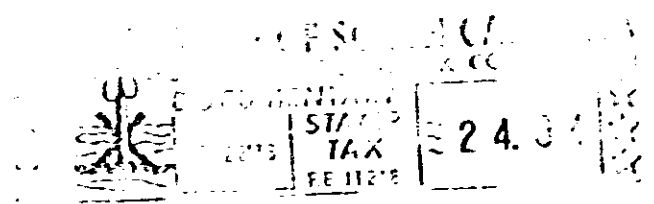
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand Fifty and No/100 (\$60,050.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 22, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2008;

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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 118, as shown on a corrected plat made by Webb Surveying & Mapping Co., dated November 1973, entitled property of Chanticleer, Section III, recorded in the RMC Office for Greenville County, S. C., in Plat Book 5C at page 122, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Chapman Road running thence N. 16-21 W. 145 feet to a point in the line of Lot No. 114; thence with the line of Lot No. 114, N. 71-14 E. 50 feet to a point; thence N. 49-44 E. 32 feet to a point; thence S. 46-46 E. 170.6 feet to a point on the northern edge of Chapman Road; thence with the northern edge of Chapman Road, the following courses and distances: S. 61-39 W. 71.2 feet; S. 72-49 W. 75 feet; S. 79-39 W. 21.3 feet to the point of beginning.

This being the same property conveyed to the Mortgagors by Deed of Gilreath Co., Inc., of even date to be recorded herewith:



which has the address of 313 Chapman Road, Greenville, South Carolina (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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