

Aug 31 3 03 PM '76

DONNIE S. TAMMERSLEY R.M.C. **MORTGAGE**

BOOK 1376 PAGE 768

THIS MORTGAGE is made this 31st day of August 1976, between the Mortgagor, James A. Guay and Donna H. Guay Company, Inc. (herein "Borrower"), and the Mortgagee, Mid-South Mortgage Company, Inc. (herein "Lender"), a corporation organized and existing under the laws of South Carolina, whose address is Aiken, South Carolina.

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-Two Thousand Eight Hundred (\$22,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1976 (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, 2006;

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 in the County of Greenville, State of South Carolina, on the northern side of Stanley Drive, near the City of Greenville, being shown as Unit 76 on plat of Harbor Town, recorded in the RMC Office for Greenville County in Plat Book 5P, at Pages 13 & 14.

This is the same property conveyed to the mortgagor by deed of Harbor Town Limited Partnership, dated August 31, 1976, and recorded on the RMC Office for Greenville, South Carolina in Deed Book 1042 at Page 153.



which has the address of Unit 76, Harbor Town, Greenville, South Carolina 29604 (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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