

FILED
GREENVILLE CO. S. C.
MORTGAGE

THIS MORTGAGE is made this 17th day of April 1981, between the Mortgagors, THOMAS H. SUTHERLAND
R.M.C.

BOOK 1538 PAGE 585

_____, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTEEN THOUSAND DOLLARS AND NO/100----- dollars, which indebtedness is evidenced by Borrower's note dated April 16, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on MAY 1, 1991

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 with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville on the western side of Chick Springs Road, in the City of Greenville, being shown as parts of Lots 29, 30, and 31 on plat of Property of Lucy L. Hindman, recorded in the RMC Office for Greenville County, S. C. in Plat Book W at Page 177, and having, according to said, and a recent survey made by J. C. Hill, Surveyor, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Chick Springs Road in the front line of Lot 31, said pin being located N. 22 E. 45.8 feet from the joint front corner of Lots 30 and 31, and runs thence N. 81-34 W. 119 feet, more or less, passing an iron pin to a point in the center of Richland Creek; thence along the center of Richland Creek in a southerly direction 100 feet, more or less, to corner of property now or formerly of James T. Wade; thence along the Wade property, S. 61-25 E. 117.7 feet to an iron pin on the western side of Chick Springs Road; thence along the western edge of Chick Springs Road, N. 35-25 E. 57.1 feet to an iron pin; thence still with the western edge of Chick Springs Road N. 22-00 E. 80.8 feet to the beginning corner.

Being the same property deeded herewith to mortgagor by deed of Walter G. Horton dated April 16, 1981 and recorded simultaneously herewith.

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which has the address of 323 Chick Springs Road Greenville
(Street) (City)
South Carolina 29609 (herein "Property Address");
(State and Zip Code)

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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."

5.00071

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.

