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- CONTRACTOR

AUG 27 12 42 PH '82 DONNIE S. TANKERSLEY R.M.C.

## **MORTGAGE**

THIS MORTGAGE is made this 27th day of August

19\_82, between the Mortgagor, Thomas C. and Dorothy R. Lind

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Nine Thousand Six Hundred and No/100(\$49,600) Dollars, which indebtedness is evidenced by Borrower's note dated August 27, 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 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 situate, lying and being in the County of Greenville, State of South Carolina, on the Northeastern side of Whittlin Way, and being known and designated as Lot No. 100 of a subdivision known as Pebble Creek, Phase I, as shown on plat thereof prepared by Enwright Associates, Engineers, dated October, 1973, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-D at pages 1-5, and having according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northeastern side of Whittlin Way, joint front corner of Lots Nos. 100 and 101 and running thence with the joint line of said lots N. 19-54 E. 213.94 feet to an iron pin; thence S. 73-02 E. 155.26 feet to an iron pin at the rear corner of Lot No. 99; thence with the joint line of Lots 99 and 100 S. 31-22 W. 226.64 feet to an iron pin on the Northeastern side of Whittlin Way; thence along the Northeastern side of Whittlin Way N. 70-00 W., 110 feet to the point of beginning.

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.

This being the same property conveyed to the Mortgagors herein by deed from George J. and Elizabeth M. Keiser executed simultaneously herewith and recorded in the RMC Office for Greenville County in Deed Book 1172 at Page 934.

which has the address of 210 Whittlin Way 1 ayrors (City)

South Carolina 29687 (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.

SOUTH CAROLINA - 1 to 4 Family - 5 75-FNMA/FHLING UNIFORM INSTRUMENT (with amendment adding Para 24)