

GREENVILLE S.C.  
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DUNN & THOMPSON  
R.M.C.

VOL 1659 PAGE 955

# MORTGAGE

THIS MORTGAGE is made this 28th day of April 1984, between the Mortgagor, David H. Thomas and Mary A. Thomas (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of the State of South Carolina, whose address is 470 Haywood Road, P. O. Box 17763, Greenville, S. C., 29606 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Five Thousand Two Hundred and no/100 (\$65,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 28, 1984 (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, 2014

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 on the western side of Harness Trail at its intersection with Saddletree Place in Greenville County, South Carolina, being known and designated as Lot No. 25 as shown on plat entitled "Heritage Lakes" made by Heaner Engineering Co. and recorded in the RMC Office for Greenville County in Plat Book 6-H, pages 16-18 and more recently shown on plat entitled "Property of San Del Builders and Sandra Turner made by Freeland & Associates, dated October 29, 1983 and recorded in Plat Book 10-D, page 75 and having according to said plats, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Harness Trail at the joint front corner of Lots Nos. 24 and 25 and running thence with the common line of said lots, S. 71-53-28 W., 227.16 feet to an iron pin on the creek; thence with the creek as the line, N. 0-21-56 E., 43.12 feet and N. 36-08-22 W., 69.21 feet to an iron pin on the southern side of Saddletree Place; thence with the southern side of said street, N. 59-44-35 E., 94.70 feet to an iron pin; thence continuing with said street, N. 71-53-28 E., 117.34 feet to an iron pin at the intersection of Saddletree Place with Harness Trail; thence with the intersection, S. 63-06-33 E., 35.36 feet to an iron pin on the western side of Harness Trail; thence with the western side of said street, S. 18-06-32 E., 101.63 feet to an iron pin, the point of beginning.

The above described property is the same property conveyed to the Mortgagors by deed of San-Del Builders to be recorded herewith.

which has the address of 701 Harness Trail, Simpsonville, S.C. (Street) (City) 29681 (State and Zip Code) (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.

STATE OF SOUTH CAROLINA  
DOCUMENTARY TAX COMMISSION  
DOCUMENTARY TAX STAMP  
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