

AFFIDAVIT FILED

1420 - 010

MORTGAGE

THIS MORTGAGE is made this 13th day of January, 1978, between the Mortgagor, James R. Thomas and Marie P. Thomas

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-three Thousand Eight Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 13, 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 25 years from date

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 together with all buildings and improvements, situate, lying and being on the eastern side of Live Oak Way in Greenville County, South Carolina, being shown and designated as Lot No. 78 on a plat of Section 3, of Oakwood Acres made by Piedmont Engineering Service, Surveyors, dated April 4, 1963, recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book EEE, Page 73, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Live Oak Way at the joint front corner of lots nos. 78 and 79 of Section 3 and running thence with the common line of said lots N. 67-05 E. 186.3 feet to a point; thence S. 24-27 E. 90.8 feet to a point; thence S. 65-45 W. 172.2 feet to a point on Live Oak Way; thence along the eastern side of Live Oak Way N. 24-15 W. 20 feet to a point; thence continuing along said side of Live Oak Way N. 34-58 W. 76.2 feet to the point of beginning.

This is the same property conveyed to James R. Thomas and Marie L. Thomas (the same person as Marie P. Thomas) by deed of Mauldin Construction Company recorded in Deed Book 771, Page 183 on April 14, 1965.

GCTO -----2 JA1378 616

which has the address of 109 Live Oak Way Taylors S. C. 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 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.

3.5001

0910

4328 RV-2