

MORTGAGE

THIS MORTGAGE is made this 24th day of November, 1978, between the Mortgagor, Harry Joseph Swaim and Judy Carol Swaim, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Sixty-Eight Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated November 24, 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 December 1, 2003;

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, situate, lying and being on the northwestern side of Honeybee Lane and being known and designated as Lot No. 34 of a subdivision known as PEBBLECREEK, Phase I, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 5 and being shown on a more recent plat entitled "Property of Harry Joseph Swaim and Judy Carol Swaim" prepared by Freeland & Associates, dated November 22, 1978, and recorded in the RMC Office for Greenville County in Plat Book 6A at Page 55, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northwestern side of Honeybee Lane, joint front corner of Lots 33 and 34 and running thence N.42-05 W. 195.53 feet to an old iron pin; running thence N.52-41 E. 120.24 feet to an old iron pin; running thence S.42-15 E. 170.13 feet to an old iron pin on the northwestern side of Honeybee Lane; running thence with the northwestern side of Honeybee Lane, S.47-52 W. 40.0 feet to a iron pin; thence continuing with said Honeybee Lane, S.37-05 W. 80.80 feet to the point of beginning.

THIS is the same property as that conveyed to the Mortgagors herein by deed from Furman Cooper d/b/a Furman Cooper Builders recorded in the RMC Office for Greenville County on November 27, 1978.

THE mailing address of the Mortgagee herein is P. O. Drawer 408, Greenville, South Carolina 29602.

RECORDED
TAX
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which has the address of Honeybee Lane, Taylors, South Carolina (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.

SCTD - 11-27-78 314 S.S.C.R.

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