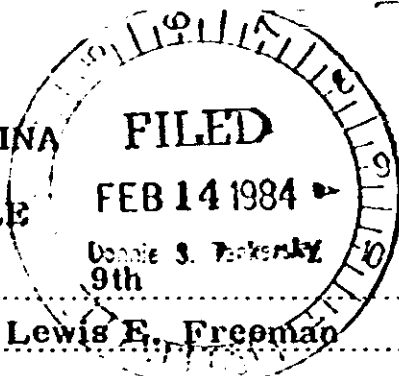


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



1247-874

MORTGAGE

THIS MORTGAGE is made this 19th day of February 1984, between the Mortgagor Lewis E. Freeman

(herein "Borrower"), and the Mortgagee, FIRST NATIONAL BANK OF PICKENS COUNTY, a corporation organized and existing under the laws of the United States whose address is 200 Pendleton Street, P. O. Drawer 352, Easley, South Carolina 29640 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Thousand Four Hundred Twenty and 20/100 (\$40,420.20) Dollars, which indebtedness is evidenced by Borrower's Note dated February 9th, 1984 (herein "Note"), providing for repayment according to the terms thereof, with the balance of the indebtedness, if not sooner paid, due and payable on as per note of even date herewith

This Mortgage secures the note of even date, and any and all renewals, extensions or modifications of the same. Lender may from time to time change the terms, interest rate, repayment schedules and/or the maturity date of said Note.

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 17 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 situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, being known and designated as Lot No. 45 of a subdivision known as Watson Orchard as shown on plat thereof prepared by Piedmont Engineers & Architects, February, 1966, revised July 8, 1966, and December 28, 1966, and recorded in the R. M. C. Office for Greenville County in Plat Book 000 at page 99, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southern side of Highbourne Drive, joint front corner of Lots Nos. 45 and 46, running thence along the joint line of said lots S 2-30 W 210.0 feet to an iron pin at the joint corner of Lots Nos. 44, 45 and 46; thence along the joint line of Lots Nos. 44 and 45 S 83-45 W 285.0 feet to an iron pin on the eastern side of Highbourne Drive; thence following the curvature of Highbourne Drive, the chords being N 22-22 W 109.05 feet, N 18-45 W 48.55 feet, N 5-06 W 63.73 feet, N 40-00 E 50.0 feet, N 61-25 E 50.0 feet, and N 80-30 E 75 feet to an iron pin on the southern side of Highbourne Drive; thence along the southern side of Highbourne Drive S 77-50 E 210.0 feet to the BEGINNING corner.

For derivation see deed from Richard F. Watson, Jr. and Evelyn P. Watson to Lewis E. Freeman dated December 27, 1968, recorded in Deed Book 860, page 183, Greenville County Records.



which has the address of _____ (Street) _____ (City) _____ (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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, except as herein noted, 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, or Certificate of Title, insuring or certifying Lender's interest in the Property.

0874

2328-N-21