OF SERVICE AND

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 tract of land near Conestee, Greenville County, South Carolina, containing 10 acres, more or less, being shown as Tract No. 2 on the Plat of property of Sue C. Ashmore, recorded in the RMC Office for Greenville County, South Carolina, In Plat Book JJ, at Page 33, and having, according to said plat, the following metes and bounds, to-wit:

EEGINNING at an iron pin on the southwesterly corner of said Tract No. 2 and running S. 80-30 E., 392 feet to a point; thence continuing S. 74-0 E., 345.2 feet to an iron pin; thence turning and running S. 5-30 E., 299.2 feet to an iron pin; thence turning and running N. 30-0 E., 226 feet to an iron pin; thence continuing N. 20-0 E., 170 feet to an iron pin; thence continuing N. 0-20 E., 480 feet to an iron pin; thence turning and running S. 84-15 W., 776 feet to an iron pin; thence turning and running S. 26-45 W., 375 feet more or less to the point of beginning.

LESS, HOWEVER, that portion of Tract No. 2 previously conveyed to Mary Ashmore McGee by Deed recorded in the RMC Office for Greenville County in Deed Book 1111 at Page 517.

This being the same property conveyed to the Mortgagor, Mary Fuller Ashmore, by Deed of Robert Louis Ashmore on April 26, 1972, in Deed Book 942 at Page 59. Mary Ashmore McGee having acquired a one-half interest on February 11, 1982, and recorded in Deed Book 1162 at Page 330.

ALSO, All that piece, parcel or lot of land situate, lying and being on the western side of Lakewood Drive near Conestee, in Greenville County, South Carolina, being shown as a portion of Tract No. 2 on a plat of the property of Sue C. Ashmore recorded in the RMC Office for Greenville County, South Carolina, in Plat Book JJ, Page 33, and being shown on the Greenville County tax maps as M13.2-1-8.3, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Lakewood Drive at the corner of property now or formerly owned by Martha C. Henderson and running thence with the western side of Lakewood Drive, S. 1-20 E., 120 feet to an iron pin; thence N. 85-10 E., 225 feet to an iron pin; thence N. 1-20 W., 120 feet to an iron pin; thence along the line of property now or formerly owned by Martha C. Henderson, N. 85-10 E., 225 feet to the point of beginning. THIS being the same property conveyed to the Mortgagor, Mary Ashmore McGee, by Deed of Mary Fuller Ashmore on 9-14-79, recorded in Deed Book 1111, Page 517. The Mortgagor Mary Fuller Ashmore has no interest in the 2nd parcel hereinabove described.

.....(herein "Property Address");

[State and Zip Code]

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.

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SOUTH CAROLINA-1 to 4 Family -- 6/75 - FRMAFFHLMC UNIFORM INSTRUMENT