MORTGAGE

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 those pieces or parcels of land located on the East side of Plantation Road, Greenville County, O'Neal Township, State of South Carolina, having the following metes and bounds:

BEGINNING on a nail and stopper in the center of the said road, joint corner of Tract #3 of the George T. Brown Estate and runs thence with the common line of the said tract, S. 30-45 E. 231 feet to an iron pin on the line of Tract 3; thence a new line, N. 36-50 E. 434 feet to an iron pin; thence, N. 84-10 W. 286 feet to a point in the said road (iron pin back on line on the bank of road); thence with the said road, S. 16-45 W. 47 feet to a point in the center of the bridge over a creek; thence continuing with the said road, S. 31-05 W. 150 feet to the beginning and containing 1.64 acres, more or less.

ALSO: BEGINNING at a point in the said road and running thence with the line of the above property, S. 84-10 E. 286 feet to a stake; thence with another line of the said lot, S. 36-50 W. crossing the creek 434 feet to a stake on the Fleming line; thence a new line, N. 73-15 E., crossing creek again 381 feet to a holly bush tree; thence, N. 55-5 E. 132 feet to a white oak tree 3XN. M.; thence, N. 51-38 W. 570 feet to a nail and stopper in said road (stake back on line on the bank of road); thence with the said road, S. 16-45 W. 170 feet to the beginning and containing 2.09 acres, more or less.

ALSO: BEGINNING at a nail and stopper in the center of said road, joint corner with the first above-described property, running thence with the common line of said parcel, S. 30-45 E. 231 feet to an iron pin on the line of said parcel; thence a new line, N. 51-05 W. 207 feet to a nail and stopper on the said road (iron pin back on line at 25 feet); thence with the said road, N. 35-15 E. 81 feet to the beginning corner and containing .19 acres, more or less.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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^{1.} Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by the Mortgage.