

MORTGAGE

THIS MORTGAGE is made this 21st day of March, 1977, between the Mortgagor, B. S. Cooley and Mildred W. Cooley (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty SIX THOUSAND AND NO/100 (\$26,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 21, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1997;

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:

5497-118 220

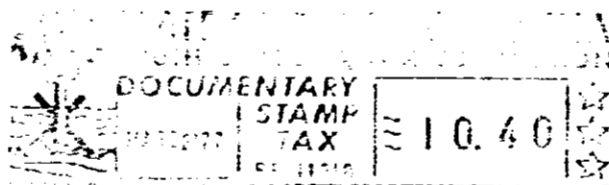
All that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, approximately two miles south of the Town of Gowansville, on the west side of S. C. Highway No. 880, being shown as Tract No. 2, containing 3.46 acres on a plat of property prepared for T. Haynes Morrow by Neil R. Phillips, Surveyor, dated March 16, 1977, recorded in Plat Book 5-Y, page 72, R.M.C. Office for Greenville County, and having such metes and bounds as is thereby shown.

~~This property is subject to the following restrictions, which shall be covenants running with the land:~~

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~~No house erected thereon to contain less than 1100 square feet of heated space, excluding porches; no barn or outbuilding to be nearer than 200 feet to the road; no exposed concrete block and no asbestos shingles; no set-back line less than 75 feet from the road; no trailers to be located on any part of the premises except temporarily during construction.~~

This being the same property conveyed to mortgagors by deed of Nan Morrow Reese, Thomas H. Morrow and Oma C. Morrow, Jr. dated March 21, 1977, to be recorded herewith.



which has the address of Route 2, Landrum, South Carolina 29356 (herein "Property Address");

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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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