MORTGAGE

THIS MORTGAGE is made this 6th day of May between the Mortgagor, JOE L. WILLIMON AND ROSE P. WILLIMON

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(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").

May 1, 2007

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: Town of Simpsonville, on the southerly side of Cloverdale Lane, being shown and designated as Lot No. 111, on plat of Section 2 Bellingham, recorded in the R.M.C. Office for Greenville County in Plat Book 4N, Page 79 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Cloverdale Lane, the joint front corner of Lots Nos. 111 and 112 and running thence along Cloverdale Lane, N. 77-05 E., 80.0 feet to an iron pin, the joint front corner of Lots Nos. 111 and 110; thence S. 11-38 E., 144.6 feet to an iron pin at the joint rear corner of Lots Nos. 111, 110 and 109; thence with the rear line of Lot No. 111, S. 79-54 W., 57.9 feet to an iron pin at the joint rear corner of Lots Nos. 111, 109, and 108; thence S. 49-40 W., 30.0 feet to an iron pin at the joint rear corner of Lots Nos. 111, 108 and 112; thence with the joint line of Lots Nos. 111 and 112 N. 10-00 W., 155.8 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Doyle E. Bramblett and Jacqueline E. Bramblett recorded in the R.M.C. Office for Greenville County on May 6, 1977, in Deed Book 1056, Page 153.

which has the address of

420 Cloverdale Lane, Simpsonville, South Carolina

(Street)

(City)

South Carolina 29681

(herein "Property Address");

(State and Zip Code)

To Have and to Houd 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.