

MORTGAGE

BOOK 1440 PAGE 343

THIS MORTGAGE is made this 4th day of August 1978 between the Mortgagor, Rupert E. Moredock (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina whose address is Post Office Box 10121, Greenville, South Carolina 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty Thousand, Four Hundred Fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 2003.

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, on the east side of Summit Drive, being shown and designated as Lot 5 on a plat of Property of Helen M. Powe, made by W. J. Riddle, Surveyor, June, 1944, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book P, Page 65, and a more recent plat entitled Property of Thomas David Lynn, made by Campbell & Clarkson, Surveyors, January 16, 1970, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-D, Page 71, reference to said plat is hereby craved for a metes and bounds description.

SAID conveyance is made subject to the restrictions, easements and rights-of-way of record affecting said property.

DERIVATION: This being the same property conveyed to Mortgagor by deed of R. Leonard Price and Linda Y. Price as recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1024, Page 673, on August 1, 1978.

which has the address of 504 Summit Drive, Greenville, South Carolina 29609 (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 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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