

# MORTGAGE

THIS MORTGAGE is made this 7th day of August, 1978, between the Mortgagor, Creative Investors, Inc., (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-five Thousand and 00/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 7, 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 September 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 Greenville County, State of South Carolina, and being shown and designated as Lot NO. 109 on a plat of Hillsborough, Section 2, made by Jones Engineering Service and being recorded in the RMC Office for Greenville County in Plat Book 4F, at page 51, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Libby Lane at the joint front corner of Lots 108 and 109 and running thence with the joint line of said lots, S. 07-33 W. 168.2 feet to an iron pin at the joint rear corner of Lots 109 and 110; thence with the rear line of Lot 109, S. 81-14 E. 118.2 feet to an iron pin at the joint rear corner of Lots 109 and 110; thence with the joint line of said lots, N. 04-41 E. 171.3 feet to an iron pin on the south side of Libby Lane; thence running with the south side of Libby Lane, N. 83-53 W. 18.3 feet to a point and continuing thence with the south side of said Libby Lane N. 82-27 W. 91.7 feet to an iron pin at the point of beginning.

This is the same property conveyed to the mortgagors herein by deed of Domestic Loans of Greenville, Inc., dated September 26, 1977, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1065, at Page 625 on September 27, 1977.

which has the address of 104 Libby Lane, Mauldin, S. C. 29662, (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 seized 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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