

MORTGAGE

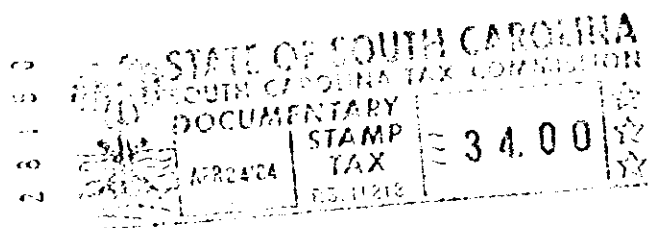
THIS MORTGAGE is made this twenty-fourth (24th) day of April, 1984, between the Mortgagor, James Paul Schmucker (herein "Borrower"), and the Mortgagee, The Palmetto Bank, a corporation organized and existing under the laws of South Carolina, whose address is 470 Haywood Road, Greenville, South Carolina 29606 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Five Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2014;

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, being known and designated as Lot No. 12 on a plat of Pebblecreek PUD, Phase X, Section I, prepared by Arbor Engineering, Inc., dated December 30, 1982 and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 8-P, page 58 and according to a more recent plat entitled "Property of James P. Schmucker" by Richard D. Wooten, Jr. dated April 23, 1984 and recorded in Plat Book 10-0 at page 44 aforesaid records, reference being made to said plat for the metes and bounds thereof.

This being the same as that conveyed to James P. Schmucker by deed of The Oaks Company dated January 19, 1984 and recorded January 19, 1984 in Deed Book 1204 at page 780 aforesaid records.



which has the address of 7 Old Oak Drive, Lot 12, Pebble Creek, PUD, Phase X, Sect. I, (Street) (City) Taylors, SC 29687 (State and Zip Code) (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.