\*This is the identical property as conveyed to the mortgagors by deed of Prestige Builders of Greenville, Ltd., as recorded in the RMC Office for Greenville County in Deed Book [319, Page 131, recorded 519]

[Space Above This Line For Recording Data]

## MORTGAGE

ALL that certain piece, parcel or lot of land, lying and being on the Southerly side of Club Forest Lane near the City of Greenville, SC, being known and designated as Lot 40 on plat of Club Forest as recorded in the RMC Office for Greenville County in Plat Book 9F, Page 16 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Club Forest Lane, said pin being the joint front corner of Lots 39 & 40 and running thence with the common line of said lots S. 4-06 W., 121.73 feet to an iron pin, joint rear corner of Lots 39 & 40; thence S. 84-24 W., 155.19 feet to an iron pin, joint rear corner of Lots 40 & 41; thence with the common line of said lots N. 2-05 E., 147.07 feet to an iron pin on the Southerly side of Club Forest Lane; thence with the Southerly side of Club Forest Lane S. 77-29 E., 60.46 feet to an iron pin; thence S. 87-29 E., 58.75 feet to an iron pin, thence N. 82-31 E., 40.46 feet to an iron pin, the point of beginning. (\*See above for derivation)

STATE OF SOUTH CAROLINA SOUTH CAROLINA SOUTH CAROUNA TAX COMMISSION DOCUMENTARY STAMP = 2 6. 7 0 12

9 7 8 9 8 1

To Have and To Hold such property 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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly Pleasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly cmortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the plass of current data and reasonable estimates of future escrow items.

ON AND A THEORY OF THE PROPERTY OF THE PROPERT

SOUTH CAROLINA-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

3

Form 3041 12/83