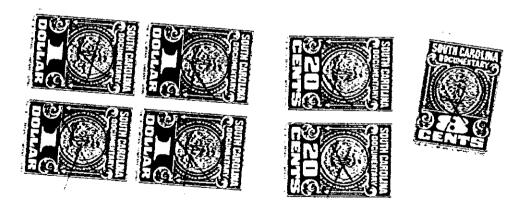
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CONNESTANCER MORTGAGE

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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 All that piece, parcel or lot of land lying, being and State of South Carolina: situate at the Southwest intersection of Valley Creek Drive and Gail Avenue, about three miles Northwest of Greer, in Oneal Township, County and State aforesaid, and being known and designated as Lot No. Thirty-nine (39) of Valleyhaven Acres, Section 4, as shown on plat prepared by John A. Simmons, Reg. Surveyor, dated July 15, 1960 and which plat has been recorded in the R. M. C. Office for said County in Plat Book MM, page 167. This being the same property which was conveyed to mortgagor herein by W. Dennis Smith by deed recorded in the said office on April 3, 1964 in Deed Book 746, page 36. For a more particular description see the aforesaid plat.



S. C. . 29651 (herein "Property Address"):

[State and Zip Code]

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 domands, 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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