

JUN 1 3 06 PM '77
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

BOOK 1402 PAGE 985

THIS MORTGAGE is made this 30th day of June, 1977, between the Mortgagor, James P. Bates and Linda W. Bates (herein "Borrower"), and the Mortgagee, Federal Savings & Loan Association, a corporation organized and existing under the laws of 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 Twenty-six Thousand Seven Hundred Twenty and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2007

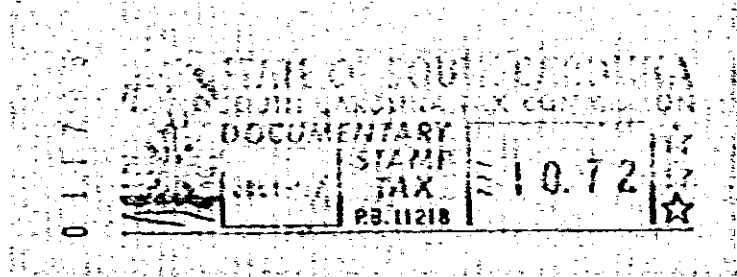
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 in the State of South Carolina, County of Greenville, being shown as part of Lot Number 32 and part of Lot Number 33 on plat of Dellvista Heights, recorded in Plat Book RR, at Page 125 in the RMC Office for Greenville County, and shown on a revised plat prepared by C. O. Riddle, RLS, dated September 15, 1966, and according to the revised plat having the following metes and bounds, to-wit:

BEGINNING at an iron pin, said point of beginning being N. 20-58 W. 20 feet from the original corner of Lots 32 and 33 and running thence, N. 56-23 E. on a new line through Lot 32 142.8 feet to an iron pin in the rear line of Lot 30; thence turning and running, S. 32-47 E. 52.5 feet to an iron pin; thence continuing with the rear line of Lot 29, S. 42-49 E. 26.8 feet to an iron pin; thence turning and running, S. 31-38 W. 158.4 feet to an iron pin on the Northern side of Greenvista Lane; thence with the northern side of said Lane, N. 44-40 W. 84.9 feet to an iron pin; thence continuing with said Lane, N. 20-58 W. 63.3 feet to an iron pin, the point of beginning.

This is the same property conveyed to James P. Bates and Linda W. Bates by deed of Heyward P. Putnam and Mary E. Putnam dated June 30, 1977 to be recorded herewith.

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which has the address of Route 5, Greenvista Lane, Greenville, S. C. (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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