

MORTGAGE

THIS MORTGAGE is made this 21 day of November 1977, between the Mortgagor, LLOYD D. SMITH (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifteen Thousand, Five Hundred and No/100 (\$15,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 21, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1997.

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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 71 according to a plat entitled "Coleman Heights" by Terry T. Dill, said plat being dated February 1958 and recorded in the R.M.C. Office for Greenville County in Plat Book RR at Page 115 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at the northern edge of Pinecrest Drive, at the joint front corner of Lots 70 and 71, and running thence with line of Lot 70, N. 15-02 W. 140 feet to an iron pin; thence with the rear line of Lot 78, N. 74 -58 E. 100 feet to an iron pin, the joint corner of Lots 72 and 71; thence with the line of Lot 72 S. 15-02 E. 140 feet to an iron pin on the northern side of Pinecrest Drive; thence with the northern side of Pinecrest Drive, S. 74-58 W. 100 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagor herein by deed of Henry G. Harding Builders, Inc., said deed being dated October 28, 1959 and recorded in the R.M.C. Office for Greenville County in Deed Book 878 at Page 405.

which has the address of Pinecrest Drive, Travelers Rest, South Carolina (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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