MORTGAGE

December 22nd THIS MORTGAGE is made this 22nd day of December 19.78, between the Mortgagor, Robert C. Earley and Carol I, Earley

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>January</u> 1, 2009.

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,

ALL that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the northern side of Crowndale Drive in Greenville County, South Carolina being known and designated as Lot No. 100 on a plat entitled, Section I Gray Fox Run, made by C. O. Riddle, Surveyor, dated November 6, 1975, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 5-P at page 16, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Crowndale Drive, at the joint front corners of Lots Nos. 100 and 101; and running thence along the common line of said lots, N. 2-36 E., 150 feet to an iron pin; thence S. 87-24 E., 100 feet to an iron pin; thence S. 2-36 W., 150 feet to an iron pin on the northern side of Crowndale Drive; thence along the northern side of Crowndale Drive, N. 87-24 W., 100 feet to an iron pin, the point of BEGINNING.

The above described property is the same conveyed to the mortgagors herein by deed of Bob Maxwell Builders, Inc. of even date to be recorded herewith.

Lot 100 Gray Fox Run, Crowndale Drive, which has the address of .

Taylors, S. C. 29687

(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 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.

SOUTH CAROLINA - 1 to 4 Family -6 75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

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