

# MORTGAGE

THIS MORTGAGE is made this 22nd day of December, 1978 between the Mortgagor, James M. Polk and Patricia R. Polk, (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").

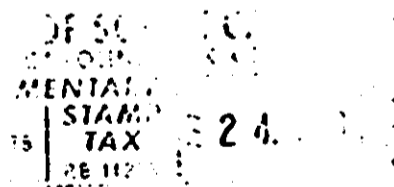
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Two Thousand Four Hundred & No/100 (\$62,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 22, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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, 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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 15 of a subdivision known as Pebble Creek, Phase II, as shown on plat thereof being recorded in the R.M.C. Office for Greenville County in Plat Book 6-H, at Page 87, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Timbertree Way cul-de-sac at the joint front corner of Lot Nos. 14 and 15, and running thence N. 50-33-37 W. 111.56 feet along the common line of said Lots to an iron pin at the joint rear corner of said Lots; thence turning and running along Pebble Creek Golf Course N. 50-00 E. 127 feet to an iron pin at the joint rear corner of Lot Nos. 15 and 16; thence turning and running along the common line of said Lots S. 29-59-43 E. 166.29 feet to an iron pin at the joint front corner of said Lots on the northwestern side of Foxwood Lane; thence turning and running along Foxwood Lane S. 70-23-43 W. 19.79 feet to an iron pin; thence turning and running along the northern most curvature of Timbertree Way cul-de-sac 85.80 feet to the point of beginning.

This being the same property conveyed unto the Mortgagor herein by deed from PEBBLEPART, LTD., of even date to be recorded herewith.



which has the address of Taylor, (City) South Carolina 29687 (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 seized 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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