

MORTGAGE

THIS MORTGAGE is made this 27th day of December, 1978 between the Mortgagor, Jamile J. Francis, Jr. and Cathren C. Francis, (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 Eighty Thousand and 00/100 (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 27, 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 January 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 lot of land in Greenville County, State of South Carolina, on the southern side of Edwards Road, near the City of Greenville, being shown as Lot 17 on plat of Sector I of Botany Woods recorded in Plat Book QQ at Page 78 and described as follows:

BEGINNING at an iron pin on the southern side of Edwards Road at the corner of Lot 16 and running thence with the southern side of said Road, S. 89-00 E. 75 feet and S. 82-27 E. 75 feet to an iron pin at the corner of Lot 18; thence with the line of said lot, S. 3-24 W. 235.9 feet to an iron pin in the line of Lot 8; thence with the line of said lot, N. 87-24 W. 90 feet to an iron pin at the corner of Lot 9; thence with the line of said lot, S. 86-42 W. 38.2 feet to an iron pin at the corner of Lot 16; thence with the line of said lot, N. 1-39 W. 253 feet to the beginning corner.

This is the same property conveyed to the mortgagors herein by deed of Nancy Jo Ann M. Roe, dated April 20, 1978, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1077, at Page 514, on April 21, 1978.

which has the address of 1120 Edwards Road, Botany Woods, Greenville,

S. C. therein "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.