

FILED
GREENVILLE CO. S. C.

MORTGAGE

BOOK 1517 PAGE 165

SEP 23 12 53 PM '80

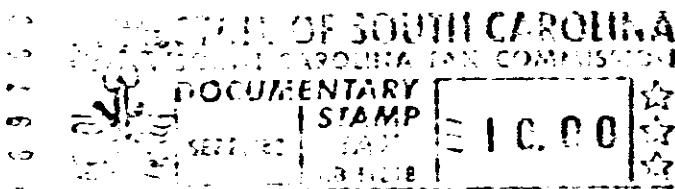
THIS MORTGAGE is made this 22nd day of September, 1980, between the Mortgagor, James D. Whiteside and Annie Jean Whiteside (herein "Borrower"), and the Mortgagee PALMETTO SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 305 West Main Street, Laurens, S. C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-five Thousand and no/100 (\$25,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 22, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2000

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 with all improvements thereon, lying, being and situate in Greenville County, State of South Carolina, in Mauldin, being known and designated as Lot #23 and a triangular portion of Lot #22 on plat of property of Frank S. Smith, et al, revised August 14, 1954 and recorded in Plat Book JJ at Page 98 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:
BEGINNING at an iron pin on the Southern side of Hyde Circle, joint front corner of Lots Nos. 23 & 24 and running thence S 39-01 E, 156.1 feet to an iron pin; thence S 75-51 W, 91 feet on the rear line of Lot #22; thence in a Northwestern direction through Lot #22, 170 feet more or less to an iron pin at the joint front corner of Lots Nos. 22 & 23 on Hyde Circle; thence with said Hyde Circle N 48-16 E, 85 feet to the point of beginning.

This being the identical property conveyed to Mortgagors herein by deed of Robert E. Johnson and Roy Waters dated April 19, 1956 recorded April 23, 1956 in the RMC Office for Greenville County in Deed Book 550 at Page 527.



which has the address of 126 Hyde Circle (Street), Mauldin (City), S. C. 29662 (State and Zip Code) (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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