

MORTGAGE

THIS MORTGAGE is made this 20th day of April, 1984, between the Mortgagor, Marion S. Hart, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 Twenty Eight Thousand Two Hundred Ninety Five and 32/100 (\$28,295.32) Dollars, which indebtedness is evidenced by Borrower's note dated April 20, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 30, 1994

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 tract of land, with any and all improvements thereon, lying, being and situate on the easterly side of Bruce Farm Circle, in Greenville County, South Carolina, being shown and designated as Lot #23 on a Plat of the property of Gilder Creek Development Company, by W. R. Williams, Jr., recorded in Plat Book 9-J at Page 84 in the R.M.C. Office for Greenville County, and having according to a more recent Plat entitled "Survey for Marion S. Hart", by R. B. Bruce, dated April 16, 1984, and recorded in Plat Book 10N at Page 21 in the R.M.C. Office for Greenville County, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Bruce Farm Circle, joint corner of Lot 23 and 24, and running thence along Lot 24 S 63-44 E 25 feet to an iron pin; thence continuing along said Lot 24 S 63-44 E 325.5 feet to an iron pin; thence along Lot 25 S 63-44 E 350.5 feet to an iron pin in the line of property now or formerly of Bumgarner; thence along property of Bumgarner S 4-58 E 441.6 feet to an iron pin in the line of property now or formerly of Bailey; thence along property of Bailey S 85-16 W 55 feet to an iron pin; thence S 7-23 E 99.8 feet to an iron pin, joint corner of Lot 20; thence along Lot 20 N 75-41 W 323 feet to an iron pin; thence along Lot 21 N 59-59 W 317 feet to an iron pin; thence along Lot 22 N 41-30 W 331.9 feet to an iron pin near the edge of Bruce Farm Circle; thence continuing along Lot 22 N 41-30 W 30.9 feet to an old nail in the center of Bruce Farm Circle; thence along the center of Bruce Farm Circle the following courses and distances: N 39-13 E 99.9 feet to an old nail; thence N 31-48 E 99.9 feet to an old nail; thence N 27-38 E 99.9 feet to an old nail; thence N 23-37 E 101.1 feet to an iron pin, the point of beginning. Said property contains 9.97 acres according to the more recent Plat thereof.

This property is conveyed subject to all restrictions, set-back lines, roadways, easements, and rights of way, if any, appearing of record, on the premises or on the recorded Plat, which affect the property hereinabove described.

This is the identical property conveyed to the Mortgagor by Gilder Creek Development Company by Deed recorded simultaneously herewith.

which has the address of Bruce Farm Circle, Simpsonville, (Street) (City)

South Carolina 29681 (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 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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