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THIS MORTGAGE is made this.

4th day of November

19.77, between the Mortgagor, Roger D. Proctor and Panela K. Proctor

Federal Savings and Loan Association, and the Mortgagee, Carolina

under the laws of the United States, whose address is Greenville

South Garolina. (herein "Lender").

No 100 (\$17,000.00) to Lender in the principal sum of Seventeen Thousand and Dollars, which indebtedness is evidenced by Borrower's note dated. No vember 4, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 4, 1997

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 piece, parcel or lot of land, lying, being and situate, in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 3 of Riverdale Acres Subdivision, according to a plat prepared of said subdivision by C. C. Jones & Associates, Engineers, July 1955, and which said plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG, at Page 127, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Sulphur Springs Drive, joint front corner of Lots 3 and 4 and running thence with the common line with Lot 4, S. 87-12 E. 175 feet to a point, joint rear corner with Lot 19; thence running with the common line of Lots 19 and 20, S. 2-48 W. 100 feet to a point, joint rear corner of Lots 2 and 3; thence running with the common line with Lot 2, N. 87-12 W. 175 feet to a point on the edge of Sulphur Springs Drive; thence running with said Drive, N. 2-48 E. 100 feet to a point on the edge of said Drive, the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of Thomas G. Cross and Jane H. Cross of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

which has the address of 121 Sulphur Springs Drive, Greenville,

South Carolina (herein "Property Address");

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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.

MORTGAGE

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