MORTGAGE

WHEREAS, Borrower is indebted to Lender in the principal sum of <u>Thirty one thousand</u> two hundred fifty & 00/100-----Dollars, which indebtedness is evidenced by Borrower's note dated <u>September 7, 1978</u>, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on <u>1st</u>.October ... 2008;

ALL that piece, parcel or lot of land situate, lying and being on the western side of Third Day Street near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 44 as shown on a plat of CANTERBURY SUBDIVISION, Section II, prepared by Heaner Engineering Co., Inc., dated July 17, 1972, and recorded in the RMC Office for Greenville County, S.C., in Plat Book 4-R, page 32, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the western side of Third Day Street at the joint front corner of Lots Nos. 44 and 45 and running thence with the line of Lot No. 45, S. 83-12-59 W., 137.46 feet to an iron pin; thence with the line of Canterbury Subdivision, Section I, N. 04-38-25 W., 85 feet to an iron pin; thence continuing with the line of Canterbury Subdivision, Section I, N. 69-08-10 E., 125 feet to an iron pin on the western side of Third Day Street; thence with the curve of the western side of Third Day Street, the chord of which is S. 16-59-14 E., 46.15 feet to an iron pin; thence continuing with the western side of Third Day Street S. 12-53 E., 36 feet to an iron pin; thence continuing with the curve of the western side of Third Day Street, the chord of which is S. 08-30-49 E., 34.15 feet to the point and place of beginning.

This being the same property conveyed to mortgagor by deed of Marvin D. King and Frances N. King, dated September 7, 1978, recorded in the RMC Office for Greenville County, S.C...in Deed Book 1087 at Page 66.

STATE OF SOUTH CAR DOCUMENTARY STAME TAX REPTITE TAX R

which has the address of 114 3rd Day Street Piedmont, S.C., 29673

(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 colicy insuring Lender's interest in the Property.

SOUTH CAROLINA - 1 to 4 Family=6 75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

328 RV-2