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MORTGAGE

| THIS MORTGAGE is made this day of day of APRIL 19_79, between the Mortgagor, GEORGE O'SHIELDS BUILDERS, INC. |
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| Savings and Loan Association, a corporation organized and existing under the laws of the United State of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender"). |

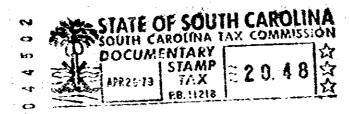
FIFTY-ONE THOUSAND TWO WHEREAS, Borrower is indebted to Lender in the principal sum of HUNDRED AND 00/100----- Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 18, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 1,

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 , State of South Carolina: in the County of ___GREENVILLE

ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot no. 50 on plat of Knollwood Heights, Map #1, Section 5, recorded in the RMC Office for Greenville County in Plat Book 4R at page 91 and a more recent plat of Property of George O'Shields Builders, prepared by Freeland & Associates, and dated April 5, 1979, and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Gail Drive, joint front corner of lots 51 and 50 and running thence N. 02-10-28 W., 165.00 feet to an iron pin; thence turning and running along the rear line of Lot no. 50, N. 87-49-32 E., 166.3 feet to an iron pin; thence turning and running along the common line of lots 50 and 49, S. 13-10-50 W., 176.50 feet to an iron pin on Gail Drive; thence with said Gail Drive, N. 87-03-20 W., 58.23 feet to an iron pin; thence still with said Drive, S. 87-49-32 W., 61.57 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the mortgagor by deed of Carolina Land Co., Inc., to be recorded of even date herewith.



Lot 50, Gail Drive, Knollwood Heights, V which has the address of _ (Street)

Mauldin, S.C. 29662

(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 resprictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

THE RESERVE OF THE PROPERTY OF

SOUTH CAROLINA - 1 to 4 Family-8/75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para. 24)

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