

Carolina Federal S & L
P. O. Box 10148
Greenville, S. C. 29602

MORTGAGE

1417-349

THIS MORTGAGE is made this 30th day of November 1977, between the Mortgagor, James H. Peterson and Kathy A. Peterson (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina whose address is P. O. Box 10148 Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-nine thousand nine hundred (\$29,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 30, 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 1, 2007.

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: being shown and designated as Lot 9 of a Subdivision known as HILLCREST

CIRCLE and being more particularly described as follows:

BEGINNING at an iron pin on Hillcrest Drive 150 feet East of the northeast corner of Hillcrest Drive and an unnamed Street, the joint corner of Lots 9 and 10, and running thence with the line of Lot 10, N 58-00 E, 150 feet to a stake; thence with the back line of Lot 20, S 31-54 E, 40 feet to a stake, joint corner of Lots 8 and 9; thence with the line of Lot 8, S 48-30 W, 151.1 feet to a stake on the North side of Hillcrest Drive; thence with said Drive, N 31-54 W, 50 feet to the beginning corner.

ALSO, ALL that certain piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, and being a part of the rear portion of Lots 19 and 20 of a Subdivision known as HILLCREST CIRCLE, at Plat of which is recorded in the RMC Office for Greenville County in Plat Book H, at Page 129, and being more particularly described as follows:

BEGINNING at a point on the rear joint corners of Lots 9, 10 and 13 of Hillcrest Circle; thence along the rear lint of Lot 9, S 31-54 E, 40 feet to a point; thence N 26-40 E, 75.6 feet to a point in the rear line of Lot 14; thence S 68-30 W, 66 feet to the beginning corner.

- ALSO -

ALL that piece, parcel, or lot of land, situate, lying and being in Greenville County, South Carolina, being known and designated as part of Lot 8 of a subdivision known as HILLCREST CIRCLE, and being more particularly described as follows:

BEGINNING at an iron pin on Hillcrest Drive and running thence N 34-11 W, 36 feet to an iron pin; thence N 48-30 E, 151.1 feet to an iron pin; thence S 30-49 E, 24 feet to an iron pin; thence S 44-04 W, 152.2 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Marion F. Thompson, Jr. and Virginia H. Thompson, dated November 30, 1977, to be recorded simultaneously herewith.

which has the address of 315 E. Hillcrest Drive Greenville S. C. 29609 (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 seized 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.