

MORTGAGE

1417 010

THIS MORTGAGE is made this 7th day of December 1977, between the Mortgagor, Joe W. Hiller (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-four Thousand Four Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2003

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 lot of land, situate, lying and being in the State of South Carolina, County of Greenville, as is more fully shown on a plat entitled Lot No. 1, Altamont Forest, prepared by Robert R. Spearman, Surveyor, dated November 29, 1977 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Altamont Road at its intersection with Persimmon Lane at the joint corner of Lots 1 and 2 and running thence with the joint line of said lots S. 49-24 W. 286.42 feet to an iron pin in the line of property of Joe W. Hiller, thence with the line of said property N. 27-09 W. 128.15 feet to an iron pin on the southern side of Altamont Road; running thence with the southern side of Altamont Road the following courses and distances: N. 43-30 E. 26.0 feet to an iron pin; N. 59-32 E. 90.27 feet to an iron pin; N. 84-05 E. 106.53 feet to an iron pin; N. 72-59 E. 45.22 feet; and S. 61-58 E. 35.15 feet to the point of beginning.

Being a portion of the property conveyed to the mortgagor by Southern Bank and Trust Company by deed recorded October 10, 1976 in Deed Volume 1044, Page 420.

which has the address of Lot 1, Altamont Road Greenville South Carolina (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.

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