

# MORTGAGE

THIS MORTGAGE is made this 10th day of December 1977, between the Mortgagor, James V. Matthews, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 10th, 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:

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northern side of Swindon Court, in Greenville County, South Carolina, being known and designated as Lot No. 130 on a plat of KINGSGATE, made by Piedmont Engineers & Architects, dated January 9, 1969, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book K&W at page 45 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Swindon Court at the joint corners of Lots Nos. 129 and 130 and running thence with the common line of said lots, N. 4-56 W., 181.4 feet to an iron pin; thence N. 58-19 E., 75.0 feet to an iron pin; thence S. 31-41 E., 145.0 feet to an iron pin; thence S. 26-21 E., 76.9 feet to an iron pin at the joint rear corner of Lots Nos. 130 and 132; thence along the common line of said lots, S. 59-57 W., 116.5 feet to an iron pin on the northern side of Swindon Court; thence along the curve of the northern side of Swindon Court, the chords of which are N. 41-46 W., 35.0 feet and N. 82-57 W., 35.0 feet to an iron pin, the point of beginning.

The above property is the same property conveyed to the mortgagors

herein by deed of Michael B. and Jo Ann B. Hattaway to be recorded.

which has the address of 5 Swindon Court Greenville South Carolina 29615 (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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