

GREENVILLE CO. S.C.

MORTGAGE

THIS MORTGAGE is made this 28th day of April 19 78, between the Mortgagor, Cecil L. Duffie, Jr. and Tana P. Duffie, (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 Forty Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 28, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2008

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, with all buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the northern side of West Earle Street and being known and designated as Lot No. 32 of Section C, on a plat of the Property of The Stone Land Company recorded in the RMC Office for Greenville County in Plat Book A at Page 337, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of West Earle Street, 217 feet 5 inches from the northeastern corner of Robinson Street and Earle Street and running thence N.01-40 E. 200 feet to an iron pin on a 16-foot alley; thence S.83-13 E. 54 feet 4-1/2 inches to a point; thence S.01-41 W. 200 feet to a point on Earle Street; thence along the northern side of Earle Street, N.83-13 W. 54 feet 4-1/2 inches to the point of beginning.

THIS is the same property as that conveyed to Cecil L. Duffie, Jr. by deeds from Doris W. Ivie and from Paul J. Brown, III, Catherine Brown Walsh and Walker Lawrence Ivie, III, respectively, recorded in the RMC Office for Greenville County on February 1, 1978, and same property conveyed (one-half interest) to Tana P. Duffie by deed from Cecil L. Duffie, Jr. recorded in the RMC Office for Greenville County on April 28, 1978.

THE mailing address of the Mortgagee herein is P. O. Box 937, Greenville, S. C. 29602.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, APRIL 28, 1978

which has the address of 216 W. Earle Street, 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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