

S. C.

MORTGAGE

THIS MORTGAGE is made this 12TH day of DECEMBER, 1980, between the Mortgagor, MICHAEL A. MCLAIN AND JANE T. MCLAIN

(herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY-EIGHT THOUSAND AND NO/100 (\$78,000.00)----- dollars, which indebtedness is evidenced by Borrower's note dated DECEMBER 12, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on JANUARY 1, 2011

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 with the buildings and improvements thereon, lying and being on the Southerly side of Creekside Road, near the City of Greenville, State of South Carolina, being known and designated as Lot No. 416 on plat entitled "Map 3, Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-X at Page 2, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southerly side of Creekside Road, said pin being the joint front corner of Lots 416 and 417 and running thence with the common line of said lots S. 50-22-37 E. 139.4 feet to an iron pin, the joint rear corner of Lots 416 and 417; thence N. 43-52 E. 89.28 feet to an iron pin, the joint rear corner of Lots 417 and 418; thence with the common line of said lots N. 41-53-20 W. 139.3 feet to an iron pin on the Southerly side of Creekside Road; thence with the Southerly side of Creekside Road, S. 43-52-01 W. 110 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the Mortgagors herein by a certain deed of M. G. Proffitt, Inc. on December 12, 1980, and thereafter filed on that date in the RMC Office for Greenville County in Deed Book 1138 at Page 520.

which has the address of 106 CREEKSIDE ROAD, GREER,
SOUTH CAROLINA 29651 (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 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 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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