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DONNELL TANKERSLEY  
R.M.C.

LONG, BLACK & GASTON

### MORTGAGE

THIS MORTGAGE is made this 29th day of September, 1982, between the Mortgagor, W. J. PEYTON AND JANICE S. PEYTON

, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

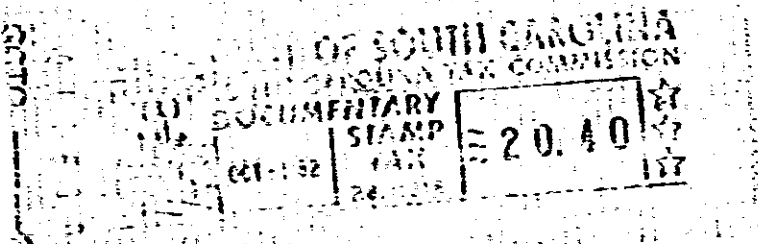
WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY ONE THOUSAND DOLLARS AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 29, 1982, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2006.....;

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, being shown and designated as Lot 6 on a plat of RIVER DOWNS, recorded in the RMC Office for Greenville County in Plat Book 4-R at Pages 75 and 76, and having, according to a more recent survey prepared by Freeland and Associates, dated September 29, 1982, entitled "Property of W. J. Peyton and Janice S. Peyton, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Hackney Road at the joint corner of Lots 6 and 7, and running thence with the common line of said lots, S. 52-51 E. 203.09 feet to an iron pin to the rear line of Lot 10; thence with the rear line of Lots 10 and 11, S. 37-00 W. 145 feet to an iron pin at the corner of Lot 5; thence with the line of Lot 5, N. 43-44 W. 193.47 feet to an iron pin on the southeastern side of Hackney Road, joint front corner of Lots 5 and 6; thence with said road, N. 29-00 E. 56 feet and N. 33-00 E. 59 feet to the point of BEGINNING.

THIS is the same property conveyed to the Mortgagor's herein by deed of Merrill Lynch Relocation Management, Inc., dated September 23, 1982 and recorded simultaneously herewith.



which has the address of 502 Hamby 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 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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