

MORTGAGE

THIS MORTGAGE is made this 7th day of April, 1975, between the Mortgagor, Peter F. Dillard and Gail P. Dillard (herein "Borrower"), and the Mortgagee, AIKEN-SPEIR, INC., a corporation organized and existing under the laws of the State of South Carolina, whose address is Florence, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-seven thousand Nine Hundred Fifty and No-Dollars, which indebtedness is evidenced by Borrower's note of even date herewith (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, 2005

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 in Greenville County, State of South Carolina, being known and designated as Lot #437 on Plat of Del Norte Estates, Section V made by Piedmont Engineers and Architects dated May 23, 1972 and recorded in the RMC Office for Greenville County in Plat Book 4A at Page 17, and accordingly a more recent plat made by C. O. Riddle, RLS, dated April 5, 1975 entitled "Property of Peter F. and Gail P. Dillard" and recorded in the RMC Office for Greenville County in Plat Book _____ at Page _____. According to the last-mentioned plat, the property is more fully described as follows:

BEGINNING at an iron pin on Bransfield Road at the joint front corner of Lots 436 and 437 and running thence along said lots S. 3-03 E. 75 feet to an iron pin near the intersection of Gavin's Point Road; thence with the curve of said intersection S. 40-56 W. 35.9 feet to an iron pin on Gavin's Point Road; thence with said road S. 35-00 W. 105.0 feet to an iron pin at the joint corner of Lot 438; thence with the line of said lot N. 3-06 W. 97.8 feet to an iron pin at the joint rear corner of Lot 436 and 437; thence with the joint line of said lots N. 84-03 E. 130.1 feet to an iron pin, the point of beginning.



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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, principal and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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