

THIS MORTGAGE is made this 11th day of February 1976, between the Mortgagor, E. Morris Hawks and Carolyn P. Hawks (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association a corporation organized and existing under the laws of 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 Thirty-six Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 11, 1976 (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, 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 certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 131 on Map. # 4, Section One, Sugar Creek, recorded in Plat Book 5D at page 72 and having the following courses and distances:

BEGINNING at an iron pin on Sugar Creek Lane at the joint front corner of Lots 131 and 132 and running thence with the joint line of said lots, S. 82-55-12 W. 211.30 feet to an iron pin; thence N. 37-18-12 W. 72.5 feet to an iron pin; thence N. 36-16-35 E. 162.94 feet to an iron pin at the joint rear corner of Lots 130 and 131; thence with the joint line of said lots, S. 67-39-28 E. 183.33 feet to an iron pin on Sugar Creek Lane; thence with said Lane, S. 7-37-52 W. 93.96 feet to the point of beginning.



which has the address of 114 Sugar Creek Lane, Greenville, South Carolina 29607 (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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