

MORTGAGE

THIS MORTGAGE is made this 7th day of April 1976, between the Mortgagor, Willie C. Peterson and Shirley Peterson (herein "Borrower"), and the Mortgagee, Thomas & Hill, Inc., a corporation organized and existing under the laws of West Virginia whose address is 950 Kanawha Blvd, East, Charleston, West Virginia, 25327 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fourteen Thousand and no/100 (\$14,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 7, 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 May 1, 1996

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 situate, lying and being in the County of Greenville, State of South Carolina being shown and designated as Lot No. 14 on plat of Whipporwill Hills, Section 2, prepared by R. B. Bruce, R.L.S. dated April 14, 1972 recorded in the R. M. C. Office of the Greenville County Court House in Plat Book 4R at Page 39 and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the westerly side of the cul-de-sac of Bird Court at the joint front corner of Lots 13 and 14 and running thence with the common line of said lots N. 59-47 W. 172 feet to an iron pin at the joint rear corner of said lots; thence N. 9-23 E. 180.1 feet to an iron pin; thence S. 47-55 E. 210 feet to an iron pin at the joint rear corner of Lots 14 and 15; thence with the common line of said lots S. 4-54 E. 91.3 feet to an iron pin on the northern side of the cul-de-sac of Bird Court; thence along the curvature of said cul-de-sac, S. 53-47 W. 55 feet to an iron pin, the point of beginning.

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which has the address of 5 Bird Court Greenville (Street) (City) S. C. (herein "Property Address"); (State and Zip Code)

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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