

# MORTGAGE

THIS MORTGAGE is made this 10th day of January 1977 between the Mortgagor, Edward James and Jan C. James (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").

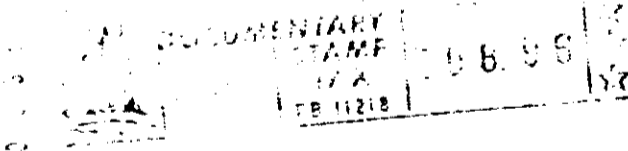
WHEREAS Borrower is indebted to Lender in the principal sum of Twenty Two Thousand Four Hundred and NO/100----- Dollars, which indebtedness is evidenced by Borrower's note dated January 10, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2002.

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: Chick Springs Township, near the City of Greer, at the Northwest corner of the intersection of Gibbs Shoals Road and Dillard Drive, being shown and designated on a plat of property of Jimmy C. & Diane M. Dillard, recorded in Plat Book GGG at pg 181, RMC Office for Greenville County, reference to said plat hereby pleaded for a more complete description, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in center of the intersection of Dillard Drive and Gibbs Shoals Road, and running thence with Gibbs Shoals Road, S. 45-36 W. 116.2 feet to an iron pin corner of Lillian O. Cooper; thence with the line of Cooper, N. 49-34 W. 14.7 feet to an iron pin; thence continuing with the same course for a total distance of 146 feet to an iron pin; thence N. 33-24 W. 124.6 feet to an iron pin, corner of Richard S. Peden; thence with the line of Peden, N. 51-22 E. 80.1 feet to an iron pin in center of Dillard Drive, iron pin back on line at 20 feet; thence with the center of said Drive, S. 50-03 E. 261 feet to the point of beginning.

Subject to all restrictions, rights of way, easements, roadways and zoning ordinances of record, on the recorded plats or on the premises.

This is that same property conveyed to Mortgagors by deed of Jimmy C. & Diana M. Dillard to be recorded herewith.



which has the address of Route 5, Gibbs Shoals Road, Greer, S. C., 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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