

South Carolina National Bank
P. O. Box 168
Columbia, S. C.

GREENVILLE CO. S. C.

MORTGAGE

MAIL TO
GADDY & COMPANY
P. O. BOX 10267
GREENVILLE, S. C.

1990 153

THIS MORTGAGE is made this 25th day of February, 1977, between the Mortgagor, Joseph C. Counts and Jane H. Counts (herein "Borrower"), and the Mortgagee, South Carolina National Bank, a corporation organized and existing under the laws of South Carolina, whose address is MLD, P. O. Box 168, Columbia, South Carolina (herein "Lender").

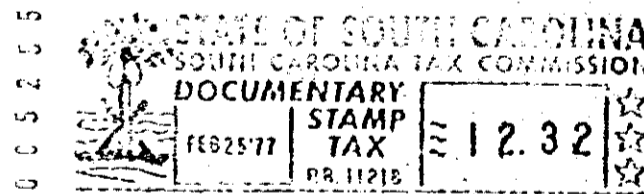
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand Eight Hundred and No/100 (\$30,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 25, 1977 (herein "Note"), providing for monthly instalments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2007.

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 with all improvements thereon, situate, lying and being on the eastern side of Westview Avenue, and being shown and designated as Lot 12 on a plat of Parkvale, Section B, Block 1, recorded in the R.M.C. Office for Greenville County in Plat Book K, page 53, and also being shown and designated as Lot 12 on a revised plat of property of Joseph C. Counts and Jane H. Counts, recorded in the R.M.C. Office for Greenville County in Plat Book 6-A, Page 59, and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Westview Avenue at the joint front corner of Lots 11 and 12 and running thence along the common line of said Lots S. 89-44 E. 175.2 feet to an iron pin at the joint rear corner of Lots 11, 12, 3 and 4; thence running along the common rear line of Lots 3 and 12 S. 4-38 W. 68.5 feet to an iron pin on the side line of an unnumbered lot; thence running N. 86-58 W. 20.1 feet to an iron pin on the rear line of Lot 13; thence running S. 87-00 W. 155 feet to an iron pin on the eastern side of Westview Avenue, the joint front corner of Lots 12 and 13; thence running with the eastern side of Westview Avenue N. 4-00 E. 75 feet to an iron pin, the point of beginning.

This is a portion of the property conveyed to the Mortgagors herein by deed from United Builders, Inc. dated February 25, 1977 to be recorded in the R.M.C. Office for Greenville County.



which has the address of 42 Westview Avenue Greenville, South Carolina, 29609 (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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