

MORTGAGE

THIS MORTGAGE is made this 27th day of May 1977, between the Mortgagor, James D. and Ernestine A. Williams (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-Nine Thousand One Hundred Fifty and no/100 (\$39,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 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 April 1, 2007.

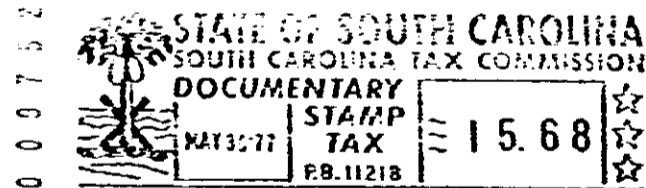
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 part and parcel of land in the Town of Mauldin, County and state aforesaid, shown as Lot No. 42 on a plat of Bishop Heights by Ethan C. Allen, dated January, 1966, and recorded in the R.M.C. Office for Greenville County in Plat Book BBB, at Page 171, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Rita Street, at the joint front corners of Lots 41 and 42, and running thence with Lot 41, N. 25-04 E. 222.8 feet to an iron pin on the line of Lot No. 44; thence with Lot 44, N. 60-30 W. 110 feet to an iron pin at the rear corner of Lot No. 43; thence with Lot 43, S. 27-24 W. 211.2 feet to an iron pin at the point of beginning.

The above described lot is subject to restrictions and protective covenants as recorded in Deed Book 810 at Page 481 in said R.M.C. Office.

Being the same property conveyed to Mortgagors by deed of Willard Smith, Jr. and Elaine G. Smith, recorded this date in the R.M.C. Office for Greenville County in Deed Book 1057 at Page 529.



which has the address of 402 Rita Street, Mauldin, South Carolina 29662 (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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