

MORTGAGE

THIS MORTGAGE is made this 31 day of May, 1977, between the Mortgagor, H. BAXTER CARPENTER, JR. AND MARY STEWART CARPENTER (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 Thousand and No/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 31, 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:

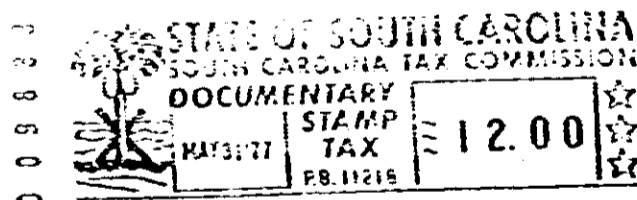
All that certain piece, parcel or lot of land situate, lying and being on the southeastern side of Douglas Drive and being known and designated as Lot No. 31 on the plat of Country Club Estates as recorded in the RMC Office for Greenville County in Plat Book "G" at pages 190 and 191, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the south side of Douglas Drive at the joint front corner of Lots 30 and 31, said pin being 200 feet west of the southwestern corner of the intersection of Douglas Drive and Ridge Drive, and running thence with the line of Lot 30, S. 23-22 E. 150 feet to an iron pin; thence with the rear line of Lot 60, S. 66-38 W. 50 feet to an iron pin; thence with the line of Lot 52, N. 23-22 W. 150 feet to an iron pin on the south side of Douglas Drive; thence with the south side of Douglas Drive N. 66-38 E. 50 feet to the beginning corner.

The above-described property is the same acquired by the Mortgagors by deed from Mary T. Wilson and P. O. Wilson dated May 31, 1977 and recorded on May 31, 1977 in Deed Volume 1057 at page 639, RMC Office for Greenville County, South Carolina.

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which has the address of 44 Douglas Drive, Greenville, South Carolina 29605,
[Street] [City]

..... (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 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.

4328 (RV-2)