

GREENVILLE, S.C.

1417-574

MORTGAGE

THIS MORTGAGE is made this 2nd day of December 1977, between the Mortgagor, Eddy B. de Armas and Laura M. de Armas (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Six Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 2, 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 December 1, 1985.

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 in Gantt Township, Greenville County, State of South Carolina, being known and designated as Lot No. 124, Section 2, according to a plat of property of Belmont Heights, prepared by C.C. Jones & Associates, Engineers, dated November 6, 1954, recorded in the RMC Office for Greenville County, S.C., in Plat Book EE, Page 181, and being more particularly shown on plat of property of Allen Duane Sligh, Jr., dated May 31, 1956, prepared by C.C. Jones & Associates, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the northwest side of Dolores Street at the joint front corner of Lots 106 and 124 which iron pin is 110 feet in a southwesterly direction from the intersection of Kay Drive and Dolores Street, and running along the northwest side of Dolores Street, S. 25-27 W. 80 feet to an iron pin, joint front corner of Lots 123 and 124; thence turning and running along the joint line of said Lots, N. 63-03 W. 170.2 feet to an iron pin in the rear line of Lot 109; thence N. 27-35 E. 9.5 feet to an iron pin; thence turning and running N. 64-56 E. 84.8 feet to an iron pin, joint rear corner of Lots 106, 107 and 124; thence along the line of Lot 106, S. 64-34 E. 115 feet to an iron pin on Dolores Street, the point of beginning, and being the same property conveyed by Allen Duane Sligh, Jr. to Eddy B. de Armas and Laura M. de Armas by a deed dated May 13, 1964, and recorded on May 15, 1964, in said RMC Office in Deed Book 749 at Page 110.

which has the address of 9 Dolores Street Greenville, S. C. (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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