

## MORTGAGE

THIS MORTGAGE is made this 12th day of December, 1977, between the Mortgagor, Mark R. Holmes and Nancy W. Holmes, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the 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-Six Thousand and 00/100 (\$36,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 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 November 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 in the City of Greenville, County of Greenville, State of South Carolina, on the southwestern side of Ponce de Leon Drive and being known and designated as Lot No. 10, as shown on plat of Lanneau Drive, Highlands, recorded in the R.M.C. Office for Greenville County in Plat Book D at pages 288 and 289, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Ponce de Leon Drive at the joint front corner of Lots Nos. 9 and 10 and running thence along said drive N. 26-13 W. 50 feet to an iron pin; thence along the joint line of Lots Nos. 10 and 11 S. 63-47 W. 160 feet to an iron pin; thence S. 26-13 E. 50 feet to an iron pin; thence along the joint line of Lots Nos. 9 and 10 N. 63-47 E. 160 feet to the point of beginning.

Being the same property conveyed to the Mortgagor by George S. Inman, et al on July 15, 1974 by deed recorded in the R.M.C. Office for Greenville County, South Carolina in Volume 1003 at Page 69.

which has the address of 22 Ponce De Leon Drive Greenville  
[Street] [City]  
S.C. 29605 (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 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.