

MORTGAGE

THIS MORTGAGE is made this 19th day of December 1977 between the Mortgagor, John J. Martin, Jr. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina whose address is 500 East Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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, 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 those certain pieces, parcels and lots of land in Greenville County, the City of Greenville, State of South Carolina on the southern side of Riverside Drive, being shown and designated as a part of Lots Nos. 28 and 29 as shown on a plat recorded in the Greenville County R.M.C. Office in Plat Book E at Page 153, reference to said plat being herewith made and having the following metes and bounds:

BEGINNING at a pin on the southern side of Riverside Drive on the front line of Lot 28 at a point 12 feet west of the joint front corner of Lots 27 and 28 and running thence along a line through Lot 28, S. 22-22 E., 166.6 feet to a pin at the joint rear corner of Lots 27, 28, 41 and 42; thence along the joint line with Lots 41 and 40, S. 64-29 W., 89 feet to an iron pin on the common rear line of Lots 29 and 40; thence along a line through Lot 29, N. 22-22 W., 165 feet, more or less, to pin on the southerly side of Riverside Drive, said pin being 47.1 feet east of the joint front corner of Lots 29 and 30; thence along the southerly side of Riverside Drive N. 63-28 E., 89 feet, more or less, to the point of beginning.

ALSO: BEGINNING at a point on the southerly side of Riverside Drive which is the northwestern corner of the above described lot, said point being S. 63-28 W., 89 feet more or less, from the corner of the Tipton lot and running thence with the line of the above described lot S. 22-22 E., 165 feet, more or less, to a point in the rear line of Lot 40; thence with the rear line of Lot 40, S. 64-27 W., 15 feet; thence along the line through Lot 29, N. 22-22 W., 165 feet, more or less, to a point on the southerly side of Riverside Drive; thence along the southerly side of Riverside Drive, N. 63-28 E., 15 feet to the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed of J. Harold Mason recorded in the R.M.C. Office for Greenville County in Deed Book 1670 at Page 935 on the 29th day of December, 1977.

which has the address of 20 Riverside Drive 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 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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