

FILED
GREENVILLE CO. S. C.

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JOHN S. TANKERSLEY
R.M.C.

BOOK 1438 PAGE 317

MORTGAGE

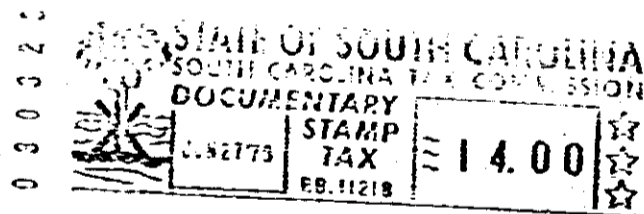
THIS MORTGAGE is made this 26th day of June, 1978, between the Mortgagor, James Wilson Roe and Deborah W. Roe (herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Five Thousand and No/100-----Dollars, which indebtedness is evidenced by Borrower's note dated June 26, 1978 (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, 2003;

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:

That certain tract or parcel of land in Highland Township, said County and State, and described as follows:

BEGINNING on a stone near the branch on the Crain lands, and runs thence S. 86 E. 14.40 chs to a stone; thence N. 4½ E. 9.20 chs to a stone in the old road; thence S. 86½ E. 19.70 chs to a stone near branch; thence down the branch with the Hawkins line 39.60 chs to a corner in the branch; thence S. 80½ W. 24.45 chs to a stone on the branch; thence up said branch 41.77 chs to a stone corner, the beginning point, containing One Hundred Twenty Acres, more or less, and being the same property conveyed by Mary Louise B. Roe to James Wilson Roe and Deborah W. Roe by deed dated May 16, 1978 and recorded in the RMC Office for Greenville County, South Carolina, on May 17, 1978 in Deed Book 1079 at Page 339.



which has the address of Route 3, Crain Road, Greer, South Carolina 29651
(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.

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