

MORTGAGE

THIS MORTGAGE is made this 11th day of August, 1978, between the Mortgagor, Dennis E. Nichols and Norma B. Nichols

(herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Nine Thousand, Five Hundred and 00/100 (\$59,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 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 August 1998

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: Butler Township, situated on the South side of Circle Road, near Crossroads Baptist Church and containing 10.33 acres more or less as shown on Plat thereof of Dennis E. Nichols dated July 11, 1968 prepared by John A. Simmons, registered surveyor, said Plat being recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "YYY", at page 69, and having according to said plat the following courses and distances to-wit:

BEGINNING at an iron pin on Circle Road at the joint front corner of property of Dennis E. Nichols and Larry McMakin and running thence along the joint line S 14-48 E 713.4 feet to an iron pin near branch on Manaffey line; thence with Manaffey line S 25-33 W 392 feet to an iron pin on branch; thence N 58-55 W 300 feet to an old stone; thence along the common line of Satterfield property N 40-24 W 448 feet to an iron pin; thence N 54-59 E 210 feet to an iron pin; thence N 40-24 W 222.8 feet to a point in Circle Road; thence running along said Circle Road as the line, N 50-15 E 35.5 feet; thence N 45-25 E 100 feet; thence N 60-10 E 100 feet; thence N 62 E 100 feet; N 64-37 E 100 feet; thence N 73-33 E 100 feet; thence N 80-50 E 39 feet to the beginning corner, less however, a 50 foot right-of-way granted by the Mortgagors heretofore to Greenville County as a road right-of-way.

DERIVATION: This is a portion of the property conveyed to Mortgagors herein by Deed of G. A. Roberts dated August 31, 1965, said Deed being recorded on September 8, 1965 in Deed Book 781, at page 583.

which has the address of Route 5, Circle 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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