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Box 937, Greenville, S. C. 29602

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MORTGAGE

THIS MORTGAGE is made this. 30th day of November.

1978 between the Mortgagor, George R. Hill and Elizabeth A. Hill

(herein "Borrower"), and the Mortgagee, South Carolina

Federal Savings & Loan Association a corporation organized and existing

under the laws of Inited States of America whose address is Hampton Street

Columbia, South Carolina (herein "Lender").

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......, State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 13 and part of Lot 14 on plat of Botany Woods, Sector I, recorded in Plat Book QQ at page 78 and on plat of Property of George R. Hill and Eliza beth A. Hill, recorded in Plat Book 6 at page 6 and having the following courses and distances, according to the latter plat:

BEGINNING at an iron pin on Edwards Road at a point in the line of Lot 14 and running thence S. 8-28 E. 156.5 feet to an iron pin; thence S. 69-45 W. 239.0 feet to an iron pin on Botany Road; thence along Botany Road, N. 30-47 W. 135.6 feet to an iron pin in the curve; thence with curve, N 20-06 E. 32.0 feet to an iron pin on Edwards Road; thence along Edwards Road, N. 70-58 E. 195.0 feet and N. 70-08 E. 80.0 feet to an iron pin, the point of beginning.

Being the same property conveyed by Raymond R. and Jeanette H. Reece by deed recorded herewith.

SIAA. 2 2 6. 3)

.....(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. Ested in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SOUTH CAROLINA-1 to 4 family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT