S. 6

MORTGAGE

| THIS MORTGAGE is made this _ | 13th | day o | f | August | t | , |
|--------------------------------------|--------------------|--------------------|-------|-----------|-------------|-----------|
| 1979, between the Mortgagor, De | e Smith Comp | any, Inc. | | | | |
| | , (herein "E | Borrower''), and | | | | |
| Savings and Loan Association, a corp | poration organize | ed and existing un | der t | he laws o | of the Unit | ed States |
| of America, whose address is 301 Co | llege Street, Gree | enville, South Car | oline | ı (herein | "Lender" |). |
| | | | | | | |

WHEREAS, Borrower is indebted to Lender in the principal sum of _______ Sixteen Thousand _______ Five Hundred and No/100-----____ Dollars, which indebtedness is evidenced by Borrower's note dated ____ August 13, 1979 ___, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on _______. September ... 1, ... 1982

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 County of Greenville, State of South Carolina, beingknown and designated as Lot No. 11 on plat of Devenger Place, Oxford Section 2, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7-C, at page 10, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on King George Road at the joint front corner of Lots 10 and 11 and running thence with the common line of said lots, N. 7-18 E. 337 feet to a point, joint rear corner of said lots; thence with the rear line of Lot 11 S. 68-28 E. 285.1 feet to a point, joint rear corner of Lots 11 and 12; thence with the common line of said lots S. 38-20 W. 363 feet to a point on King George Road, joint front corner of Lots 11 and 12; thence with King George Road N. 51-42 W. 50 feet to a point; thence continuing with said Road N. 61-26 W. 50 feet to the point of beginning.

This is the same property conveyed to the Mortgagor by deed of Devenger Road Land Company, A Partnership, dated August 13, 1979, recorded herewith.

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which has the address of Lot 11 Oxford Court, Devenger Place, Sec. II

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 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.

SOUTH CAROLINA - 1 to 4 Family-6-75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

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