

Mortgagee's mailing address: 301 College Street, Greenville, S. C.

RECORDED
MAY 21 11 58 AM '80
R.M.C. GREENVILLE S.C.

BOOK 1503 PAGE 949

MORTGAGE

THIS MORTGAGE is made this 23rd day of May, 1980, between the Mortgagor, Ottis J. Horne, Jr. and Mary Helen Horne, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Nine Thousand Six Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 23, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2010;

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lot No. 67, together with an adjoining triangular portion of Lot 66 of the Subdivision known as Canebrake I as shown on Plat thereof being recorded in the RMC Office for Greenville County in Plat Book 5P at Page 46 and having according to a more recent survey prepared for Jim Vaughn Associates by Arbor Engineering dated August 23, 1979 the following courses and distances to-wit:

BEGINNING at an iron pin on the northwestern side of Bennington Road, joint front corner of Lots 67 and 68 and running thence with the joint line of said Lot N. 32-35 W. 134.32 feet to an iron pin; thence N. 55-45 W. 100 feet to an iron pin, joint rear corner of Lots Nos. 66 and 67; thence with a new line through Lot 66 S. 29-49 E. 140.81 feet to an iron pin on the northwestern side of Bennington Road; thence with said road S. 60-52 W. 3.24 feet to an iron pin at the joint front corner of Lots Nos. 66 and 67 thence continuing with Bennington Road S. 59-27 W. 89.99 feet to the point of BEGINNING. This being the same property conveyed to the mortgagors herein by deed of Jim Vaughn Associates, a South Carolina Partnership of even date and to be recorded herewith.

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which has the address of 110 Bennington Road Greer, South Carolina 29651 (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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