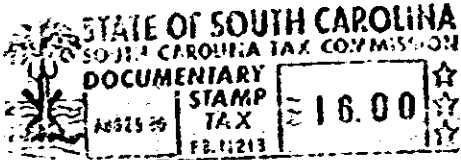


05824



MORTGAGE

GREENVILLE CO. S.C. 10 52 AM '80 BANKER RUSLEY

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THIS MORTGAGE is made this 28 day of August 19. 80., between the Mortgagor, James D. and Annie Jean King Whiteside (herein "Borrower"), and the Mortgagee PALMETTO SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 305 West Main Street, Laurens, S. C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and no/100 (\$40,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 28, 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 November 1, 2000

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 tract of land with all improvements thereon or hereafter constructed thereon, situate, lying and being in the County and State aforesaid, being known and designated as Tract No. 5 containing 4.486 acres as shown on plat of the Property of Annie Jean King Whiteside, Mauldin, S. C., according to a survey made by T. H. Walker, Jr., March 17, 1979 said plat being recorded in Plat Book 79 at Page 32 in the RMC Office for Greenville County, and having according to said plat the following courses and distances, to wit:

BEGINNING at an iron pin on Miller Road at the joint front corner of property now or formerly of T. E. King Estate and running thence along right-of-way of Miller Road S 10-16 W, 75 feet; thence continuing with the said road the following courses and distances: S 23-34 W, 50 feet; S 40-27 W, 25 feet; S 56-09 W, 25 feet; S 77-56 W, 50 feet; S 84-58 W, 105.09 feet; S 78-20 W, 54.22 feet to an iron pin; thence running along property now or formerly of Cecil & Vivian T. Hare N 14-14 W, 63.9 feet to old iron pin; thence running N 67-29 W, 505.9 feet to an iron pin; thence running S 22-52 W, 235 feet to an iron pin; thence running S 49-30 W, 17 feet to an iron pin; thence N 14-28 W, 76.63 feet to a point in a creek; thence running N 77-14 W, 142.84 feet to an oak; thence running N 68-33 W, 46.2 feet to old iron pin; thence running N 31-12 E, 306.6 feet to an iron pin; thence running S 77-11 E, 962.01 feet to an iron pin on Miller Road, the beginning corner.

Said property is subject to any and all existing and recorded easements, rights-of-way, and restrictions affecting said property.

This being the identical property conveyed to mortgagor, Annie Jean King Whiteside by deed of Mary Lee King Corn, et al recorded July 11, 1979 in the RMC Office for Greenville County in Deed Book 1106 at Page 510, and Annie Jean King Whiteside conveyed a one-half (1/2) undivided interest to mortgagor James D. Whiteside by deed of even date hereof and recorded in the RMC Office for Greenville County in Deed Book 1132 at Page 240

which has the address of Route 10, Miller Road, 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.

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