

GREENVILLE CO. S.C.

MORTGAGE

1514 63

FILED SEP 23 11 PM '80

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 29 day of August 1980 between the Mortgagor, H.E. FREEMAN CONSTRUCTION COMPANY, INC. (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 FIFTY THOUSAND AND NO/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 29, 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, 2005

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:

TRACT NO. 1:

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the western side of North Almond Drive in the town of Simpsonville, County of Greenville, State of South Carolina, being shown and designated as Lot Number 320 on Plat of Poinsettia, Section 5, Sheet 2, prepared by Piedmont Engineers and Architects, dated July 19, 1974, recorded in Plat Book 5P at Page 34 and being described more particularly, according to said plat, to-wit:

BEGINNING at an iron pin on the western side of North Almond Drive at the joint front corner of lots 320 and 321 and running thence along the common line of said lots, S. 61-21 W., 168.20 feet to an iron pin at the joint rear corner of said lots; thence N. 15-30 W., 99 feet to an iron pin at the joint rear corner of lots 319 and 320; thence along the common line of said lots, N. 51-29 E., 141.32 feet to an iron pin at the joint front corner of said lots on the western side of said Drive; thence along the western side of said Drive, S. 47-54 E., 24.79 feet to an iron pin; thence continuing along said Drive, S. 30-21 E., 78 feet to an iron pin; thence continuing along said Drive, S. 15-29 E., 20.17 feet to an iron pin at the joint front corner of lots 320 and 321, the point of beginning.

TRACT NO. 2:

ALL that piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being on the western side of North Almond Drive in the town of Simpsonville, County of Greenville, State of South Carolina, being shown and designated as Lot Number 321 on Plat of Poinsettia, Section 5, Sheet 2, prepared by Piedmont Engineers and Architects, dated July 19, 1974, recorded in Plat Book 5P at Page 34 and being described more particularly, according to said plat, to-wit:

[CONTINUED ON ATTACHED SHEET]

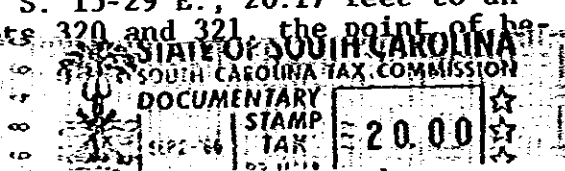
which has the address of Lots 320 and 321, North Almond Drive, Simpsonville, South Carolina 29681 (herein "Property Address");

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.

SCTO -----2 SEP 80 1436

S.C.C.C.I.



4328 RV-2