HOME SAVINGS

FILED
S. C.
NOV 20 1 10 PM '80
DONNIE S. TANKERSLEY

MORTGAGE

(Renegotiable Rate Mortgage)

THIS MORTGAGE is made this 19th day of November, 19 80, between the Mortgagor, N. Keith Brown (herein "Borrower"), and the Mortgagee, Home Savings and Loan Association of the Piedmont, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Nine Thousand Nine Hundred & No/-100--- Dollars, which indebtedness is evidenced by Borrower's note date November 19, 1980 (herein "Note") which is attached hereto as Exhibit "A," the terms of which are incorporated herein by reference (including any and all renewals, extensions, renegotiations and/or modifications of the original Note), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 30 years from date;

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 Greenville County, State of South Carolina, said lot of land lying on the Western side of West Monticello Road and being designated as Lot No. 3 on that certain plat of Monticello Estates made by James R. Freeland, R.L.S., dated January 4, 1980, recorded in the RMC Office of Greenville County, S. C. in Plat Book 7-U at Page 70, and as shown on plat made by James R. Freeland, R.L.S., dated November 17, 1980, recorded in the RMC Office of Greenville County, S. C. in Plat Book 8-J at Page 5; and being more particularly described according to said plat last abovementioned as follows: BEGINNING at the Northeastern corner of the lot herein described, said corner being the common corners of Lots Nos. 2 and 3 on said plat, said corner being located 416.0 feet from North Monticello Road and said corner lying on the Western side of West Monticello Road, and running thence along the Western side of said Road, S. 10-30 W. 176.3 feet to an iron pin corner, thence N. 79-30 W. 192.7 feet to an iron pin corner, thence along a line bordering Saluda River N. 10-35 E. 52.8 feet to a corner, thence N. 09-49 E. 95.2 feet to a corner, thence N. 12-53 E. 28.4 feet to a corner, thence S. 79-30 E. 192.6 feet to the point of beginning; said lot being bounded on the North by Lot No. 2, on the East by West Monticello Road, on the South by Lot No. 4, and on the West by Saluda River.

The above described Lot No. 3 being a portion of Lot No. 61, all of Lot No. 62, and a portion of Lot No. 63 as shown on that certain plat of Monticello Estates recorded in the RMC Office of Greenville County, S. C. in Plat Book EE at Page 169.

The above described Lot No. 3 being a portion of the property conveyed unto N. Keith Brown by Deed of Don R. Rogers and Mary G. Rogers, dated January 3, 1980, recorded January 7, 1980, in Volume 1118 at Page 433, RMC Office, Greenville County, S. C.

which has the address of Lot #3, Monticello Est. [Street], Piedmont [City], S. C. 29673 [State and Zip Code] (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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