

MORTGAGE

Prepared By: R. Kinard
Johnson, Jr.

Loan #07-200002-8

THIS MORTGAGE is made this 18th day of December 1980, between the Mortgagor, James W. Chambers and Ruth T. Chambers (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF HENDERSONVILLE, a corporation organized and existing under the laws of North Carolina, whose address is 5th St Church - Hendersonville, North Carolina 28739 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 18th, 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 December 01, 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 certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in Glassy Mountain Township, Greenville County, South Carolina, containing 70.85 acres, more or less, as shown on a plat thereof prepared by Carolina Surveying Co., dated May 4, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6-M at page 43, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northern side of the right of way of South Carolina Highway #11 on the line of property now or formerly owned by Ora Turner, and running thence with said Ora Turner property, N. 3-55 E., 3,572.5 feet to an iron pin on the line of property now or formerly owned by John and Lynell Peterson; thence with the line of said Peterson property, S. 86-30 E., 825 feet to an iron pin on the line of other property now or formerly owned by Ora Turner; thence with the line of said Ora Turner property, S. 5-0 E., 2,035.6 feet to an iron pin on the line of property now or formerly owned by Annie I. Turner; thence with the line of said Annie I. Turner property, S. 81-45 W., 512.5 feet to an iron pin; thence continuing with said Annie I. Turner property, S. 5-0 E., 1,282.1 feet to an iron pin on the northern side of the right of way of South Carolina Highway #11; thence with the northern side of the right of way of South Carolina Highway #11, S. 81-02 W., 860.1 feet to the point of beginning.

LESS, HOWEVER, that certain tract of 2.84 acres heretofore conveyed by the mortgagors to Robert A. Hamilton and Bonnie S. Hamilton by deed dated November 12, 1979, and recorded November 13, 1979, in Deed Book 1115 at page 528, and those two (2) certain tracts of land containing 3.29 acres and 2.90 acres heretofore conveyed by the mortgagors to Everett Bernard Meredith, Jr. and Frances S. Meredith, by deed dated and recorded August 19, 1980, in Deed Book 1131 at page 479.

For deed into mortgagors, see deed from Esther Bates, and Deborah Bates Leon (nee Deborah Bates), dated and recorded November 13, 1978, in Deed Book 1091 at page 720.

which has the address of Route # 2, Box 285, Hwy. 11, Landrum, S. C. 29356 (herein "Property Address");

(Street) (City) (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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