

Mortgage's Address: P. O. Box 10148, Greenville, S. C. 29603

MORTGAGE

REC-1533 2011-027

GR: FILED

CO. S. C.

FEB 26 1981

THIS MORTGAGE is made this 26th day of February 1981 by the Mortgagor, Preston Smith, Jr. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of State of South Carolina, whose address is 500 E. Washington St., P. O. Box 10148, Greenville, S. C., 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Three Thousand One Hundred Fifty and No/100 (\$43,150.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 26, 1981 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2011

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 shown and designated as Lot 44 on a plat of Riverwoods Subdivision, Section III, as shown on a plat recorded in the RMC Office for Greenville County in Plat Book 6-H, at Page 85, and being more particularly described in accordance with said plat, to-wit:

BEGINNING at a point in the edge of Riverwood Court, said point being the joint front corner with Lot 45; thence along the joint property line of Lot 45 S. 33-46 E. 142.7 feet to a point; thence S. 45-15 W. 100 feet to a point; thence N. 44-45 W. 83.5 feet to a point, said point being the joint rear corner with Lot 43; thence along the joint property line of Lot 43 N. 08-07 E. 126.4 feet to a point in the edge of Riverwood Court, said point being the joint front corner with Lot 43; thence along the edge of said Court N. 82-07 E. 33.0 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Westminster Company, dated February 26, 1981, and to be recorded of even date herewith.

which has the address of Lot 44, Riverwood Court, Greenville S. C., 29609 (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.

0 6 2 7

4328 RV-2