

# MORTGAGE

THIS MORTGAGE is made this 30th day of June 1982 between the Mortgagor, R. Dan Richardson and Sherry P. Richardson (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

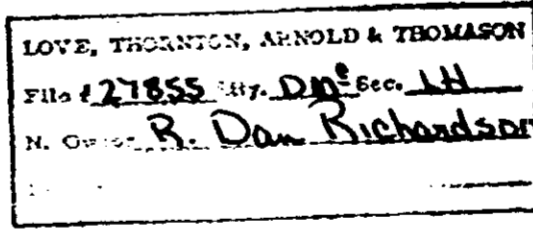
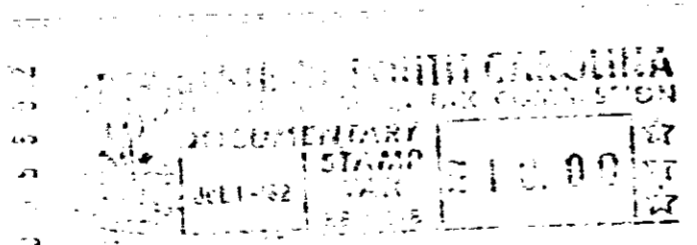
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-five thousand and no/100 (45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2012;

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 \_\_\_\_\_ State of South Carolina:

ALL that lot of land situate on the southwest side of Chestnut Oaks Court in the County of Greenville, State of South Carolina, being shown as Lot No. 58 on a plat of Holly Tree Plantation, Phase III, Section II, dated April 3, 1979 prepared by Piedmont Engineers, Architects and Planners, recorded in the Office of the RMC for Greenville County in Plat Book 7-C at Page 27, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Chestnut Oaks Court at the joint front corner of Lots 57 and Lot 58 and running thence with Lot 57 S 60-12 W 153.5 feet to an iron pin at the joint rear corner of Lots 57 and Lot 58; thence N 36-32 W 145 feet to an iron pin at the joint rear corner of Lots 58 and 59; thence with Lot 59 N 73-13 E 255.16 feet to an iron pin on Chestnut Oaks Court; thence with said court S 13-56 W 30 feet to an iron pin; thence still with said Court S 41-41 W 50 feet to an iron pin; thence still with said Court S 18-19 E 50 feet to the point of beginning.

This is the same property conveyed to the Mortgagors by deed of Franklin Enterprises, Inc., dated and recorded of even date herewith.



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which has the address of Lot 58 Holly Tree Plantation, Section 2, Phase III, Simpsonville, (Street) (City) South Carolina 29681 (herein "Property Address"); (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 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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