

MORTGAGE

THIS MORTGAGE is made this 15th day of July 1982, between the Mortgagor, Julian B. Eaves and Faye W. Eaves (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").

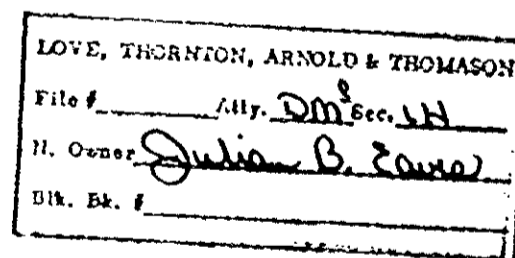
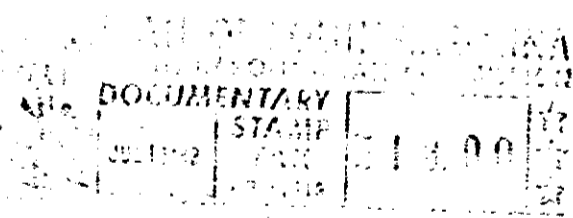
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-five thousand and no/100 (45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 15, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 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 Greenville State of South Carolina:

ALL that certain piece, parcel or lot of land, situate on the southern side of Leesburg Peak, in the County of Greenville, State of South Carolina, being shown as Lot No. 49 on a plat of Mount Vernon Estates, Section I, prepared by Piedmont Engineers and Architectsm recorded in the Office of the RMC for Greenville County in Plat Book 4-X at Page 13, and having according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the southerly side of Leesburg Peak, at the joint front corner of Lot 50 and Lot 49 and running thence with the lot line of Lot 50, S 32-30 W 195 feet to an iron pin at the joint rear corner of Lot 49 and Lot 50; thence N 76-35 W 102.5 feet to an iron pin; thence N 78-29 W 82.92 feet to an iron pin at the joint rear corner of Lot 49 and Lot 48; thence with the lot line of Lot 48 N 50-00 E 183.1 feet to an iron pin on Leesburg Peak; thence with said Leesburg Peak S 63-04 E 30 feet to an iron pin; thence still with Leesburg Peak N 83-00 E 35 feet to an iron pin; thence still with said Leesburg Peak N 45-11 E 35 feet to an iron pin; thence still with Leesburg Peak N 76-09 E 33.86 feet to an iron pin; thence still with Leesburg Peak S 57-04 E 31.3 feet to the point of beginning.

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



which has the address of Lot 49 Leesburg Peak, Mt. Vernon S/P, Greer, South Carolina 29651 (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 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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