

MORTGAGE

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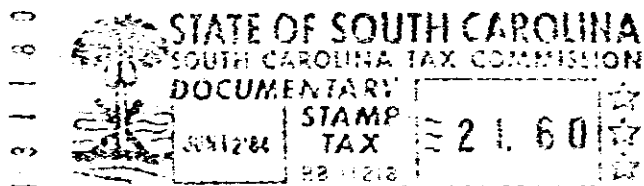
THIS MORTGAGE is made this 5th day of June 1984 between the Mortgagor, J. Stephen Smart and Vicki C. Smart (herein "Borrower"), and the Mortgagee, FIRST STATE SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Box 1090 - Spartanburg, South Carolina 29304 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Four Thousand and no/100's (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 5, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Nov. 1, 2014

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 with all improvements thereon or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville on the eastern side of Colony Road and being known and designated as Lot No. 7 on plat of COLONY SUBDIVISION, PHASE II, recorded in RMC Office for Greenville County in Plat Book 7-C at Page 100 and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This being the same property which was conveyed to Mortgagors herein by deed from Clifton L. Lister recorded in Deed Book 1185 at Page 815 in the RMC Office for Greenville County on April 6, 1983.



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which has the address of Route 1, Taylors, SC 29687 (Street) (City) (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.

