

FILED GREENVILLE CO. S.C. SEP 7 12 53 PM '77 MORTGAGE

DONNIE S. TANKERSLEY R.M.C.

BOOK 1409 PAGE 261

THIS MORTGAGE is made this 2nd day of September 19. 77., between the Mortgagor, CARROLL E. TALLEY AND MARY F. TALLEY (herein "Borrower"), and the Mortgagee, TRAVELERS REST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 23 South Main Street P. O. Box 455, Travelers Rest, S. C. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated September 2, 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2006

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:

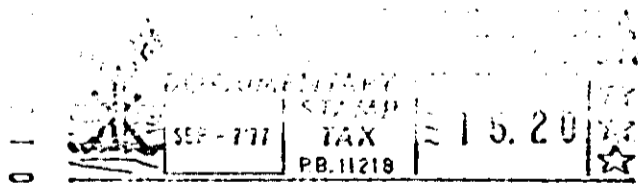
ALL that tract of land in the County of Greenville, State of South Carolina, in Saluda Township, containing 5.50 acres, more or less, as shown on plat of Carroll E. & Mary F. Talley, recorded in plat book 6-A, page 24 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the line of Frank Cox, 523 feet northwest of a County Road, which County Road runs between Talley Bridge Road and S. C. Hwy. 414, thence along the line of Raymond Thomas Talley S. 52-25 W. 635 feet to an iron pin in the line of William Cox; thence N. 21-58 W. 331 feet to an iron pin in the center of the creek; thence along the center of the creek as the line, the following courses and distances: N. 40-30 E. 140 feet; N. 02-18 W. 90 feet; N. 55-31 E. 183 feet; N. 08-27 E. 83 feet; N. 75-53 E. 85 feet; N. 20-53 E. 80 feet to an iron pin; thence along Frank Cox S. 33-53 E. 481 feet to the point of beginning.

ALSO, a right-of-way, twenty five feet in width, along the Duke Power Right-of-Way, as shown on said plat.

ALSO: BEGINNING at an iron pin in the center of Talley Road being bordered on the west by property of Sarah Kelley and Ray Wills; thence with the aforesaid common line, N. 40-32 W. 325 feet to an iron pin; thence N. 21-58 W. with common line of William Cox 675 feet to an iron pin; thence with the common line of the Grantor, N. 52-25 E. 50 feet; thence S. 21-58 E. 675 feet to a point; thence S. 40-32 E. 325 feet to a point in the center of Talley Road; thence with the center of said Talley Road, S. 73-08 W. 50 feet to the beginning corner.

Derivation: Deed Book 1050, Page 806, Raymond Thomas Talley, dated Deed Book 1061, Page 826, Raymond T. Talley, dated 8/4/77



which has the address of 5.50 acres, more or less, Talley Bridge Rd., Travelers Rest, S. C. 29690 (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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