

DONNE S. TANKERSLEY

MORTGAGE

5399-10E

350 AS

THIS MORTGAGE is made this 18th day of October 1976, between the Mortgagor, Jimmie A. Culbertson and Carolyn F. Culbertson (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 SEVEN THOUSAND AND NO/100 (\$7,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 18, 1976 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 1986;

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: on the western side of Old Grove Road approximately 3 miles southwest of Greenville, and being shown as "Property of Mr. and Mrs. J. H. Ross as shown by plat thereof prepared by Alex A. Moss, Reg. C. E. & L. S. #1194, dated November 18, 1972, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an old iron pin on the western side of Old Grove Road at the joint front corner of property now or formerly of Huskey, and running thence S 78-31 W 200' to a new iron pin; thence N 13-14 W 76.6' to an old iron pin; thence N 71-52 E 199.6' to an old iron pin on the western side of Old Grove Road; thence along said western side of Old Grove Road, S 13-54 E 100' to an old iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of James H. Ross and Evelyn D. Ross dated October 12, 1976. Conveyed to the Rosses by deeds of Bertha D. Bentley dated 11-24-72 and recorded in Deed Bk. 961 page 327 and dated 4-23-73 and recorded in Deed Bk. 992 at page 111.

ALSO ALL those certain pieces, parcels of tract of land located approximately 3 miles southwest of Greenville, in Greenville County, SC, near the Old Grove Road, and being shown on plat entitled "Property of Mr. and Mrs. J. H. Ross", by Alex A. Moss, RLS, said plat being dated April 19, 1973, and said property being shown as Tract No. 2 and Tract No. 3 on said plat, and according to said plat Tract 2 being described as follows: BEGINNING at an iron pin 200' west of Old Grove Road at the southwest corner of Tract No. 1 on said plat and running thence S 78-31 W 41.5' to an iron pin; thence S 17-25 W 123.4' to an iron pin on line adjacent to property now or formerly of Stan Lee; thence S 77-20 W 42' to an iron pin; thence N 2-30 E 179.3' to an iron pin; thence N 71-52 E 98.3' to an iron pin; thence S 13-14 E 76.7' to the point of beginning.

ALSO ALL that piece, parcel or lot of land as shown on the above described plat as Tract No. 3 and being more particularly described as follows: BEGINNING at an iron pin on the joint line with property now or formerly of Stan Lee and at the southwest corner of Tract No. 2 and running thence S 77-20 W 1,475.7' to an

which has the address of (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.

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