

MORTGAGE

1417 510

THIS MORTGAGE is made this 1st day of December 1977 between the Mortgagor, Clarence L. Freeman and Kathryn G. Freeman (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the State of South Carolina whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 1, 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 November 1, 2002

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being at the southwesterly corner of the intersection of State Park Road and Timber Lane and being shown as Lots Nos. 2, 3, 4, and 29 on the Plat of Hollyvale as recorded in the RMC Office for Greenville County in Plat Book Y at Page 131, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the westerly side of State Park Road at the southwesterly corner of the intersection of State Park Road and Timber Lane and running thence along the westerly side of State Park Road along the front line of Lots 2, 3, and 4, S.23-11 W. 275 feet to an iron pin, joint front corner of Lots 4 and 5; thence along the common line of Lots 4 and 5, N.66-49 W. 200 feet to an iron pin, joint corner of Lots 4, 5 and 27; thence along the rear line of Lots 27 and 26, N.47-04 W. 144 feet to an iron pin, joint corner of Lots 25, 26, 29 and 30; thence along the common line of Lots 29 and 30, N.36-54 E. 271 feet to an iron pin on the southerly side of Timber Lane; thence along the southerly side of Timber Lane, S.59-16 E. 90 feet to an iron pin, joint corner of Lots 2 and 29; thence continuing along said Timber Lane, S.66-49 E. 156.3 feet to an iron pin at the corner of Timber Lane and State Park Road; thence on a curve around said corner, the arc of which is S.21-49 E. 35.4 feet to an iron pin, the point of beginning.

This is the same property as that conveyed to the Mortgagors herein by deed from Mahlon L. Polk, Jesse W. Cannon & Otis Corbin, Trustees of Leawood Baptist Church recorded in the RMC Office for Greenville County on December 1, 1977.

The mailing address of the Mortgagee herein is 203 State Park Road, Travelers Rest, South Carolina 29690.

Stamp: \$16.00

which has the address of Route 9, State Park Road Greenville South Carolina 29609 (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 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.

GCTO --- 1 DE 277 1136

3-SOCI

4328 RV-2

0519