

# MORTGAGE 1417 930

THIS MORTGAGE is made this 6th day of December 1977 between the Mortgagor, Daniel R. McGee and Barbara K. McGee (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest a corporation organized and existing under the laws of the United States 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 Seven Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 6, 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 December 1, 1987.

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, lying and being in Greenville County, South Carolina, in Cleveland Township, being shown and designated as Tract No. 5 on a plat prepared by W. A. Hester and containing 1.65 acres, more or less, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Head Foremost Creek (a branch of Middle Saluda River) and running thence N. 41-1/4 W. 338 feet across said creek to an iron pin; running thence N. 50 E. 386 feet back across said creek to an iron pin; running thence S. 3 W. 279 feet to a large Poplar tree; running thence S. 12 W. 232 feet, more or less, to an iron pin, the point of beginning.

This property is formerly the property of Ellen Daniel McGee and was conveyed to her by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 711 at page 165. Ellen Daniel McGee died testate on October 12, 1976 leaving the within property to her three children. Daniel Rudisill McGee (same as Daniel R. McGee) was deeded a one-third interest by Sally McGee Nord by deed recorded in Deed Book 1067, at page 945 on November 4, 1977, and a one-third interest by Samuel Crawford McGee by deed recorded in Deed Book 1067, at page 946 on November 4, 1977. Daniel R. McGee (same as Daniel Rudisill McGee) deeded a one-half interest to Barbara K. McGee by deed dated December 6, 1977, recorded herewith.

which has the address of Route 2, Riverfalls, Cleveland, S. C., 29636 (Street) (City) (State and Zip Code) (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.

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