

## MORTGAGE

THIS MORTGAGE is made this 16th day of December 1977, between the Mortgagor, Stephen B. Tate and Diane N. Tate (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws 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 Twenty-eight Thousand and No/100 (\$28,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 16, 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, 2007

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, situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 46, Points North Subdivision, according to a plat prepared of said subdivision by R. B. Bruce, Reg. Surveyor, November 22, 1972 and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-X, at Page 16, and according to said plat having the following courses and distances, to-wit:

BEGINNING at an iron pin on Colony Road, at the joint front corner of Lots 45 and 46 and running thence with said Road, N. 18-50 E. 80 feet to an iron pin near the intersection of a county road; thence running with the curve of the intersection of said county road, N. 60-25 E. 37.4 feet to an iron pin on said county road; thence running with said county road, S. 78-00 E. 126.2 feet to an iron pin; thence, S. 18-50 W. 123 feet to an iron pin at the rear corner of Lot 45; thence running with the common line of Lot 45, N. 71-10 W. 150 feet to an iron pin on the edge of Colony Road, the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of Brown Enterprises of S. C., Inc. of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

which has the address of Colony Road, Travelers Rest, South Carolina, 29690,  
(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 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.