

1422 (11)

# MORTGAGE

THIS MORTGAGE is made this February 3 day of February 3, 1978 between the Mortgagor, Macedonia Baptist Church (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 Sixty Five Thousand (\$65,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 3 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2003.

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, with all the improvements thereon or to be erected thereon, lying and being in the County of Greenville, State of South Carolina, near the corporate limits of the City of Greenville, known and designated as the property of Macedonia Baptist Church, on a Plat dated December 12, 1977 by W. R. Williams, Jr., Engineer, Surveyor No. 3979, and having according to said plat the following metes and bounds, to wit:**

**BEGINNING at an old iron pin at the Northwest corner of Young Street and Dill Street and proceeding along Dill Street S. 15-54 W. 152.2 feet to an old iron pin; thence N. 67-31 W. 27 feet to an old iron pin; thence S. 20-03 W. 8.8 feet to an old iron pin; thence N. 61-50 W. 95.6 feet to an old iron pin on the east side of Taylor Street; thence along Taylor Street N. 26-15 E. 45.8 feet to an iron pin; thence continuing along Taylor Street N. 27-30 E. 90 feet to a point at joint corner of Taylor Street and Young Street; thence along Young Street S. 76-35 E. 60 feet to an old iron pin; thence, along Young Street S. 76-35 E. 34.9 feet to the point of beginning.**

THE above property was acquired by three deeds, Deed Volume 136, Page 17, dated January 16, 1928, recorded January 24, 1928 from J. M. Fortner, Executor under Will of Ava S. Fortner, Deceased, and Mollie Fortner to Trustees, Evangelist Baptist Church (now Macedonia Baptist Church); Deed Volume 206, Page 68, dated September 19, 1938; recorded September 21, 1938 from Fidelity Federal Savings and Loan Association to George Stevenson, et al, Trustees of Macedonia Baptist Church; and Deed Volume 950, Page 129, dated July 25, 1972, recorded July 26, 1972 from Edward Nasser and Josephine Howard to Macedonia Baptist Church.

ALL property being subject to all roads, rights of way, covenants, utilities, and zoning regulations of record or apparent.

which has the address of Young Street at Taylor Street, Greenville, South Carolina 29601 (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.

GCTC --- 1 FE03 78 541  
GCTC --- 1 FE03 78 540  
3.5001  
1.301

0510

4328 RV.21