

203 State Park Road, Travelers Rest, S. C.

MORTGAGE

FORM 1423 PAGE 639

THIS MORTGAGE is made this 17th day of FEBRUARY 1978, between the Mortgagor, JAMES GREGORY KERCE AND CYNTHIA AYERS KERCE (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 THIRTY-ONE THOUSAND NINE HUNDRED AND NO/100THS Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on FEBRUARY 1, 2008.

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 in Greenville County, South Carolina, being shown as Lot 372 on plat of DEL NORTE ESTATES, SECTION III, recorded in Plat Book 4-N at Pages 14 and 15 in the R.M.C. Office for Greenville County, fronting on Charcross Court, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on Charcross Court, which iron pin is the joint front corner of Lots 372 and 373 and running thence with the common line of said lots S 13-18 E, 210.8 feet to an iron pin; thence N 27-20 E, 235 feet to an iron pin; thence N 77-37 W, 118.3 feet to an iron pin on Charcross Court; thence running with the curve of Charcross Court, the chord of which is S 54-36 W, 50 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of John M. Lahti and Sue H. Lahti of even date and recorded herewith.

which has the address of 8 Charcross Court Greenville, S. C. (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.

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