

GREENVILLE CO. S.C.  
APR 17 2 23 PM '78  
DORRIS S. HERSHBERGER  
CLERK

1429 61

# MORTGAGE

THIS MORTGAGE is made this 14th day of April 1978, between the Mortgagor, S. Gilbert W. Fairbanks and Brenda B. Fairbanks (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-eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated April 14, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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: being shown and designated as Lot Number 102 of the Buxton subdivision on plat of same recorded in Plat Book 4-N at Pages 2, 3 and 4, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on Bromsgrove Drive at the joint front corner of lots 101 and 102 and running thence along Bromsgrove Drive, N 67-04 W 117.55 feet to a point at the intersection of Bromsgrove and Wallingford Road; thence with the curvature of said intersection, the chord of which is N 18-16 W 32.9 feet to a point on the Eastern side of Wallingford Road; thence with said Road, N 30-32 E 126.0 feet to an iron pin at the joint corner of Lot 102 and lot 103; thence turning and running with the common line of said lots, S 66-20 E 124.4 feet to an iron pin; thence turning and running, S 24-54 W 163.1 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Douglas A. Smith recorded June 16, 1977 in Deed Book 1058 at Page 683 of the RMC Office for Greenville County.

which has the address of 102 Bromsgrove Drive, Greenville, S.C.  
(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 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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