

FILED
GREENVILLE CO. S. C.
JUN 28 9 50 AM '78
DORRIS S. TANKERLEE
R.M.C.

BOOK 1436 PAGE 444

MORTGAGE

THIS MORTGAGE is made this 27th day of June, 1978, between the Mortgagor, J. R. Howell and Zelma F. Howell

(herein "Borrower"), and the Mortgagee, GREER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 107 Church Street, Greer, South Carolina 29651 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-six thousand and no/100 (\$46,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 27, 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 June 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 and Spartanburg, State of South Carolina: All that lot of land in Highland Township, County of Greenville, State of South Carolina, located in the Pleasant Hill Baptist Church Community on the western side of a county road, and being shown on plat made for Oliver P. Wright, Jr. and Vivian H. Wright by H. S. Brockman, Surveyor, dated Sept. 11, 1968, as to a 4.94 acre lot and amended April 6, 1971, as to a 3.88 acre lot, and having the following outside boundaries, to-wit:

BEGINNING at a point in the center of road, corner of other property, now or formerly, of John H. Stokes, southeast corner of a 3.88 acre lot and running thence S. 76-16 W. 17 feet to pin on west side of road; thence on the same course for a total distance of 977 feet to iron pin, corner of property now or formerly of Carroll G. Wood; thence with Wood line, N. 38-00 E. 1080 feet to center of county road, pin set back 25 feet on line from center of road; thence along the center of road the following courses and distances, S. 46-25 E. 400 feet to angle; thence S. 9-15 E. 150 feet to angle in road; thence S. 3-55 W. 193 feet to the beginning corner, containing a total of 8.82 acres, more or less. Property subject to road right of way.

This being the same property conveyed to mortgagors by deed of Oliver P. Wright, Jr., et al. dated June 27, 1978, to be recorded herewith.

ALSO: All that lot of land located in the State of South Carolina, County of Spartanburg, School District No. 5, Reidville Township, located about six miles south from the City of Greer, on the east side of the Brockman-McClimon Road, and having the following courses and distances:

BEGINNING on a nail in the center of the said road, north from the old McClimon home, and runs thence S. 83-40 E. 20 feet to an iron pin on the east bank of the said road; thence continuing with the same course for a total distance of 210 feet to an iron pin; thence N. 6-20 E. 105 feet to an iron pin, joint corner of lot owned by Waddell; thence with the common line of said lot N. 83-40 W. 210 feet to a nail in the said road (iron pin back on line at 18 feet); thence with the said road S. 6-20 W. 105 feet to the beginning corner, containing one-half acre, more or less.

There is also conveyed herewith the right and usage of the well on adjoining property as granted in the deed of B. B. McClimon recorded in Deed Book 23-D, page 100, R.M.C. Office for Spartanburg County, and by instrument recorded in Deed Book 28-H, page 487.

This being the same property conveyed to J. R. Howell by deed of LeMar Higdon, et al., dated September 4, 1965, and recorded September 8, 1965, in Deed Book 31-R at page 460, R.M.C. Office for Spartanburg County.

which has the address of Route 3, Stokes Road and Route 5, Brockman Road, Greer, South Carolina 29651 (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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