

GREENVILLE CO. S.C.

JUN 6 2 41 PM '78

CONVIE S. TANKERSLEY  
R.M.C.

LEATHERWOOD, WALKER, TODD & MANA

BOOK 1437 PAGE 405

# MORTGAGE

THIS MORTGAGE is made this 30 day of June 1978, between the Mortgagor, ROBERT CHARLES CASHION AND MARTHA ELLEN C. CASHION (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America, 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 Thousand and 00/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 30, 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 December 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 Bates Township, Greenville County, State of South Carolina, known as and being a part of the property, of the Estate of R. Mays Cleveland, Sr. and Daisy B. Cleveland, also being a part of the property shown as Tract No. 1 on Plat of property of Daisy B. Cleveland, made by W. J. Riddle in May, 1948, recorded in Plat Book V at Page 15. The Tract of land conveyed with this title being more fully and completely described according to a Plat and Survey made by W. R. Williams, Jr., Engineer and Surveyor No. 3979, on March 23, 1978, with the following metes and bounds, to-wit:

BEGINNING on an iron pin 433.5 feet in a northwestern direction from an iron pin on the western side of the right-of-way of U. S. Hwy. No. 276 and running thence S. 83-00 W. 319.5 feet across two creeks or branches to an iron pin; thence N. 5-28 E. 140 feet to an iron pin; thence N. 83-02 E. 300 feet to an iron pin in creek (also iron pin offset on creek bank, in line 5.1 feet); thence from iron pin in creek S. 2-31 E. 136.9 feet to the beginning corner, more or less. Copy of Plat of this property herein conveyed given to the Block Book Office of Greenville County. Contains 0.97 acres.

BEING the same property conveyed to the Mortgagors herein by deed of James Norwood Cleveland, II, said deed being dated June 6, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1081 at Page 206.

ALSO:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, being a part of the D.P. Bates Estate, as shown on plat book 4-J, page 189, and having according to plat entitled Robert C. & Martha C. Cashion, the following metes and bounds, as shown in plat book 5-V, page 86, to-wit:

BEGINNING at an iron pin on the northern side of the cul-de-sac of Poplar Court, approximately 400 feet north of Punkingtown Road, and running thence N 5-17 W 160.4 feet to an iron pin in the Cleveland property; thence N 83-07 E 320 feet to an iron pin; thence with the Guest property S 26-31 W 423 feet to an iron pin on the south-eastern side of the cul-de-sac of Poplar Court; thence with the curve thereof; the chords and distances of which are N 69-10 E 41.1 feet; N 20-24 E 41.1 feet; N 40-36 W 60 feet to the point of beginning. (OVER)

which has the address of Hwy. 276 and Poplar Court Greenville

Greenville (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 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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