

1440-375

MORTGAGE

THIS MORTGAGE is made this 4th day of August, 1978, between the Mortgagor, Brenda K. Sellers and Jimmy Sellers (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 **Twenty-Nine Thousand Two Hundred and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 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 August 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 piece, parcel or lot of land, with the buildings and improvements thereon, on the southern side of Pettigru Street, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 3, Block 5, Boyce Lawn Addition, the plat of which is recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book A, Page 179, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin, on the southern side of Pettigru Street at the joint front corner of Lots 2 and 3 of Block 5, which iron pin is 133 feet 4 inches in an eastern direction from the southeast corner of the intersection of Pettigru and Toy Streets and running thence with the joint line of said Lots, S. 15-0 E. 126 feet 1 inch to an iron pin on the northern side of a 10 foot alley; thence with the northern side of said 10 foot alley, N. 76-45 E. 66 feet 8 inches to an iron pin at the joint rear corner of Lots 3 and 4; thence with the joint line of said Lots, N. 15-0 W. 126 feet 1 inch to an iron pin on the southern side of Pettigru Street at the joint front corner of said Lots; thence with the southern side of Pettigru Street S. 76-45 W. 66 feet 8 inches to the point of beginning.

This is the same property conveyed to the Grantor by Deed of Grace S. Pool by deed recorded in the R.M.C. Office for Greenville County, on August 4, 1978, in Deed Book 1084 at Page 706.

which has the address of 406 Pettigru 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 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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