

FILED
GREENVILLE CO. S. C.

OCT 23 3 55 PM '78

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

THIS MORTGAGE is made this 20 day of October, 1978, between the Mortgagor, J.R. SMITH AND DEBORAH H. SMITH (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of State of South Carolina, whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

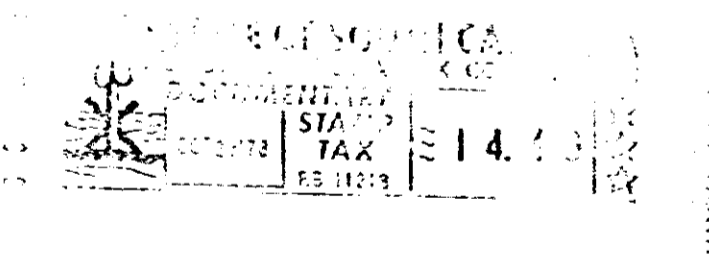
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY SIX THOUSAND AND NO/100- Dollars, which indebtedness is evidenced by Borrower's note dated October 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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:

ALL that lot of land in the County of Greenville, State of South Carolina, in Travelers Rest, S.C., known as Lot #38 on plat of Gaston Heights, recorded in teh RMC Office for Greenville County in Plat Book YY at pages 49 and 101, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Paris View Drive, at the joint front corner of Lot 38 and Lot 39 and running thence with the joint line of Lot 38 and Lot 39, S. 08-11 E., 200.0 feet to an iron pin joint rear corner of Lot 38 and Lot 39; thence S. 81-49 W., 100.0 feet to an iron pin joint rear corner of Lot 37 and Lot 38; thence running with the joint line of Lot 37 and Lot 38, N. 08-11 W., 200.0 feet to an iron pin on the southern side of Paris View Drive at the joint front corner of Lot 37 and Lot 38; thence running with the southern side of Paris View Drive, N. 81-49 E., 100.0 feet to an iron pin being the point of beginning.

THIS being the identical premises heretofore conveyed to the mortgagors by Deed of Charles Douglas Rice, III dated October 20, 1978 and recorded October 23, 1978 in Deed Book 1090 at Page 405 in the R.M.C. Office for Greenville County.



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which has the address of Paris View Drive, Travelers Rest, South Carolina 29690. (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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