

FILED
GREENVILLE CO. S. C.
APR 4 4 19 PM '79
DONNIE S. TAKKERSLEY
R.M.C.

VOL 1461 PAGE 976
Mortgagee's Address:
203 State Park Rd.
Travelers Rest, SC 29690

MORTGAGE

THIS MORTGAGE is made this 30th day of March 1979, between the Mortgagor, HARRY L. PETTY and ROSE R. PETTY (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").

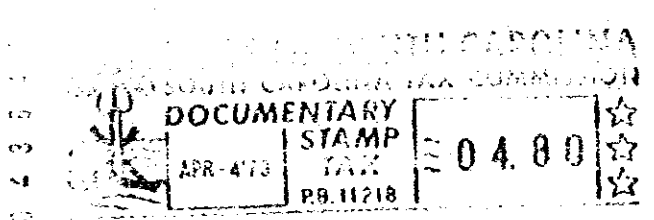
WHEREAS, Borrower is indebted to Lender in the principal sum of TWELVE THOUSAND AND NO/100-- (\$12,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 30, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1994;

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 situate on the southwestern side of Fairview Drive (formerly known as Markley Road) being shown on a plat of the Property of Harry L. Petty and Rose R. Petty dated August 1976, prepared by Dalton & Neves Company, Engineers, recorded in Plat Book 7-A at page 43 in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southwestern side of Fairview Drive at the corner of property now or formerly belonging to Ellenburg and running thence with the Ellenburg property S 35-03 W 229 feet to an iron pin at the corner of a 0.510 acre tract; thence with said tract S 57-18 E 156.2 feet to an old iron pin on the northwestern side of Pittman Drive; thence with said drive N 43-09 E 226.05 feet to an iron pin on the southwestern side of Fairview Drive; thence with said drive N 55-18 W 188 feet to the point of beginning, and containing 1.1 acres, more or less.

This is the same property conveyed to the mortgagors by deed of A. J. Bridwell, et al recorded on April 28, 1960 in Deed Book 649 at page 175 in the RMC Office for Greenville County.



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which has the address of Route 12 Fairview Drive Greenville, S. C. 29609 (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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