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DONALD H. MESSERLEY
R.M.C.

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MORTGAGE

THIS MORTGAGE is made this 29 day of June 1979 between the Mortgagor, Donald H. Messer and Vicki K. Messer (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 Forty Six Thousand Eight Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 29, 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 July 1, 2009

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 of that certain piece parcel or lot of land situate lying and being in the state and county aforesaid, Bates Township, on eastern side of McClure Drive and having the following metes and bounds, to wit:

- (A) BEGINNING at an iron pin on the eastern side of McClure Drive at joint corner with property heretofore conveyed by the grantor to Brown, said iron pin being 160 feet from the intersection of McClure Drive and Tolet Road and running thence along McClure Drive N. 33-50 E. 179.5 feet to an iron pin; thence continuing along McClure Drive N. 18-12 E. 129 feet to an iron pin; thence N. 86-18 E. 192 feet to an iron pin; thence S. 24-00 W. 447.5 feet to an iron pin; thence N. 34-34 W. 105 feet to an iron pin; thence in a northwesterly direction 97.8 feet to an iron pin on McClure Drive, the point of beginning.
- (B) BEGINNING at a point on the northern side of Toler Road, said point lying S. 83.55 E. 44.4 feet from the southeastern corner of property now or formerly owned by Ralph E. Knight; thence with the northern side of Toler Road, S. 83-55 E., 10 feet to an iron pin; thence leaving Toler Road and running N. 18-18 E. 160 feet to an iron pin at the southwestern corner of property of the grantees; thence with the line of property of the grantees, N. 36-36 E., 179.5 feet to an iron pin; thence continuing with the line of property of the grantees N. 18-30 E., 129 feet to an iron pin; thence with the line of property of the grantor, N. 86-15 W., 10 feet to a point; thence running in a southwesterly direction along a line at all points parallel to and 10 feet from the eastern boundary of said strip, described above by courses and distances, to the point of beginning.

This being the same property conveyed to the grantors herein; parcel (A) by deed of A.C. Parham dated 4-11-73 recorded in RMC Office of Greenville County in book 972 page 444. Parcel (B) by deed of L.A. McClure, RMC Office of Greenville, South Carolina, dated 5-11-73 in book 974 page 445.

The grantees address is Lot 57, Toler Road, Travelers Rest, S.C. 29690 which has the address of Lot 57, McClure Drive, Travelers Rest, S.C. 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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