

MORTGAGE

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THIS MORTGAGE is made this 18th day of October 1979, between the Mortgagor, W. Bayne Brown (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-four Thousand Eight Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 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, 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 that certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, County of Greenville, in the corporate limits of the City of Greenville, on the northern side of Broughton Drive, being known and designated as Lot No. 23, Section H, of a subdivision known as Croftstone Acres, as shown on a revised plat of a portion of said subdivision prepared by Piedmont Engineering Service, August 8, 1950 and recorded in the R.M.C. Office for Greenville County in Plat Book Y, at Page 91, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Broughton Drive, at the joint front corner of Lots Nos. 22 and 23, Section H, and running thence along the joint line of said lots N. 17-35 W. 203.9 feet to an iron pin on the southern side of a Southern Railway right-of-way; thence along said right of way N. 72-40 E. 75 feet to an iron pin at the rear corner of Lot No. 24; thence along the line of that lot S. 17-35 E. 203.4 feet to an iron pin on the northern side of Broughton Drive; thence along the northern side of Broughton Drive S. 72-25 W. 75 feet to the beginning corner.

Being the same property conveyed to the Mortgagor herein by deed of Eugene E. Stone, Jr., et al, dated August 30, 1979, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1111, at Page 717

which has the address of _____ (Street) _____ (City) _____ (herein "Property Address"); _____ (State and Zip Code)

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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