

FILED
GREENVILLE, S. C.

FEATHERWOOD WALKER TODD & ASSOCIATES

DEC 10 4 25 PM '79

MORTGAGE

BOOK 1490 PAGE 802

DONNIE TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 10th day of December, 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").

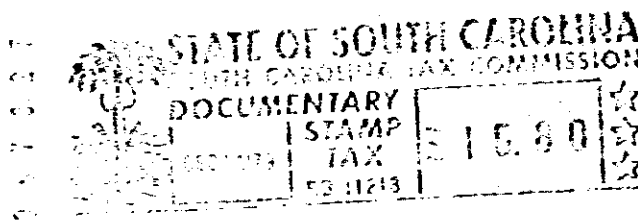
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-nine Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 10, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 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 and being known and designated as Lot No. 10 of White Oak Hills, Section I, and having, according to a plat by Clarkson Surveying, dated June 21, 1979, recorded in the R.M.C. Office for Greenville County in Plat Book 7-C, at Page 33, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of Spruce Court at the joint front corners of Lots 9 and 10 and running thence with the line of Lot 9, N. 2-33 W. 142 feet to a point; thence S. 70-15 W. 120 feet to a point in the rear line of Lot 12; thence with the line of Lots 12 and 11, S. 11-15 E. 160 feet to an iron pin on the northern edge of Spruce Court; thence with Spruce Court, N. 57-45 E. 104.1 feet to the point of beginning.

Being the same property conveyed to the Mortgagor herein by deed of A. J. Prince Builders, Inc. and Bobby Joe Jones Builders, Inc., dated December 7, 1979 and recorded in the R.M.C. Office for Greenville County, S. C. on December 10, 1979 in Deed Book 1117, at Page 99.



which has the address of Lot 10, Spruce Court, White Oaks Subdivision, Greenville, S. C. (Street) (City) 29609 (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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