

GREENVILLE CO.
NOV 11 12 33 PM '80
DONALD T. FANNERSLEY
R.M.C.

1524 and 145

MORTGAGE

THIS MORTGAGE is made this seventh (7th) day of November 1980, between the Mortgagor, R. Larry and Diane E. Harbin (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 Ten Thousand and no/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 7, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2000

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 State of South Carolina:

ALL that piece, parcel, or lot of land situate, lying and being in the State and County aforesaid, shown and designated as Lot 104, Grand View Heights, Section Two, and having, according to a plat of said property recorded in the RMC Office for Greenville County in Plat Book 4x Page 66, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Club Drive at the joint front corner of Lots 103 and 104 and running thence with the line of said lots S.2-32W 245.3 feet; thence N.70-15E 150 feet; thence a new line through Lot No. 104 215 feet, more or less to the joint front corner of lots 104 and 105; thence with Club Drive S.81-36W. 115 feet to the point of beginning.

THIS conveyance subject to all restrictions, set-back lines, roadways, easements, and rights-of-way, if any, appearing of record on the premises or on the recorded plat which affect the property hereinabove described.

THIS being the same property conveyed to the mortgagors herein by deed of Homer Styles dated May 7, 1973, and recorded in the RMC Office for Greenville County at Deed Book 981, page 502.

THE said Mortgagor does hereby covenant and represent unto the said mortgagee, its successors and assigns, that they are fully seized in fee of the property above described, and that the property is free from all encumbrances except a mortgage to Poinsett Federal Savings and Loan recorded August 13 and December 11, 1973 in the RMC Office for Greenville County in Mortgage Book 1287, page 687 and Book 1297, page 275.

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which has the address of Lot 104, Club 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 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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