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GREENVILLE, S. C.

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MORTGAGE

BOOK 1324 PAGE 153

SONNENSHINE AN SPERSLEY

THIS MORTGAGE is made this eleventh (11th) day of November, 1980, between the Mortgagor, Calvin N. Cox (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 and no/100 (\$46,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 11, 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 April 1, 2010

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 situate lying and being in the State and County aforesaid, being known and designated as Lot 9 on a plat of subdivision known as "Ashley Acres" prepared by Robert R. Spearman, Registered Surveyor, dated May 19, 1977, and recorded in the RMC Office for Greenville County in Plat Book 6-H, Page 25, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point at the joint front corner of Lots 8 and 9 and running thence N. 52-39 E. 439.62 feet to a point; thence S. 87-54 E. 356.7 feet to a point; thence S. 30-53 W. 153.5 feet to a point; thence S. 53-47 W. 578.1 feet to a point; thence N. 49-35 W. 175 feet to a point on Ashley Court at the joint front corner of Lots 9 and 10; thence with the line of the cul-de-sac N. 00-25 E. 64.28 feet to the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of J. C. Cox dated November 10, 1980, and recorded in the RMC Office for Greenville County in Deed Book 1137, at Page 29.

THIS conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements, and rights of way, if any, affecting the above described property, that are of record or that would appear by examination of the property above described.

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which has the address of Lot 9, Ashley Court 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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