

# MORTGAGE

THIS MORTGAGE is made this 21st day of August, 1984, between the Mortgagor, James R. Nix and Nancy G. Nix (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").

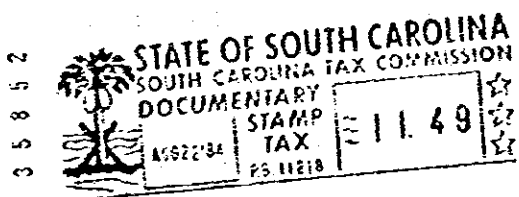
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Eight Thousand Two Hundred Twenty Eight and 42/100 (\$38,228.42) Dollars, which indebtedness is evidenced by Borrower's note dated August 21, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2107.

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 piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 24, as shown on Plat of "Property of George L. Coleman, Jr." recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 5-Z at page 61, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Tubbs Mountain Road at the joint front corner of Lots 23 and 24, and running thence with the western side of Tubbs Mountain Road, S. 9-34 E., 105.3 feet to an iron pin at the joint corner of property now or formerly owned by Brown Enterprises and Hodgens; thence with the joint line of said properties, S. 86-16 W., 193.9 feet to an iron pin; thence N. 9-38 W. 95 feet to an iron pin, thence N. 83-14 E., 193.3 feet to an iron pin, the point of beginning.

This is that property conveyed to Mortgagor by deed of Joe A. Poston and Carol T. Poston dated and filed concurrently herewith.



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which has the address of Tubbs Mountain Road Travelers Rest (Street) (City) South Carolina, 29690 (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 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.

B R E B

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