

JANE S. TINKERLEY  
REC'D

# MORTGAGE

THIS MORTGAGE is made this 12th day of January 1978, between the Mortgagor, Richard A. Curtis and Dorothy J. Curtis (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 Fifty Four Thousand and No/100 (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 12, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2008

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:

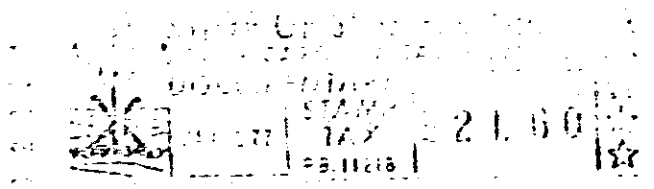
ALL that certain piece, parcel or lot of land situate, lying and being on the Northwestern side of Oakleaf Road, in the County of Greenville, State of South Carolina, being known and designated as Lot 5 on a plat of the Property of Real Estate Investment, Inc., made by C. O. Riddle, Engineer, in August, 1967, recorded in the RMC Office for Greenville County, South Carolina in Plat Book PPP at Page 149, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the Northwestern side of Oakleaf Road, joint front corner of Lots 5 and 6, and running thence along the common line of said Lots, N. 67-00 W. 350.3 feet to a point in branch; thence with the branch as line, the meanders of which are: S. 36-52 E. 48.8 feet to a point; N. 56-02 E. 106.2 feet to a point; and N. 63-30 E. 82.3 feet to a point, joint rear corner of Lots 4 and 5; thence along the common line of said Lots, S. 58-45 E. 271.3 feet to a point on the Northwestern side of Oakleaf Road, joint front corner of Lots 4 and 5; thence along Oakleaf Road, S. 31-15 W. 130.8 feet to a point; thence still with Oakleaf Road, N. 28-15 E. 40 feet to the point of beginning.

This being the same property acquired by the Mortgagors herein by deed of Jack E. Shaw Builders, Inc. dated July 13, 1977 and recorded July 13, 1977 in the RMC Office for Greenville County in Deed Book 1060 at Page 519.

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which has the address of 5 Oakleaf Road, Rt. #5, Greenville, South Carolina (Street) (City) 29609 (State and Zip Code) (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 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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