

FILED
GREENVILLE CO. S. C.

BOOK 1441 PAGE 641

MORTGAGE

1 / 17 / 1978

35 (A)

THIS MORTGAGE is made this 18th day of August, 1978, between the Mortgagor, DANNY JOE ROSS and KIM M. ROSS (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 Eight Hundred and NO/100ths (\$38,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 18, 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 August 1, 2008

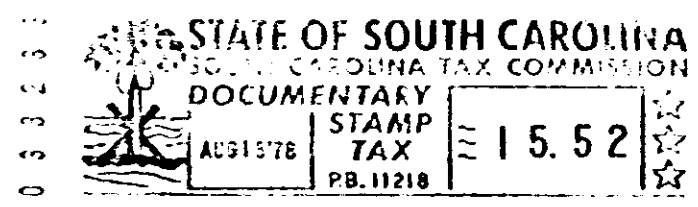
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, with all improvements thereon, or hereafter constructed thereon, situate, lying, and being in the County of Greenville, State of South Carolina, shown as lot 15 on plat of College Park, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "QQ", Page 101 and having the following metes and bounds, to-wit:

Beginning at an iron pin on the southwestern side of Tulane Avenue, at the corner of lot 16, and running thence along the southwestern side of Tulane Avenue S 31-10 E 140 feet to an iron pin; thence S 51-18 W 234.7 feet to an iron pin; thence N 35-48 W 145 feet to an iron pin; thence N 52-45 E 248.5 feet to the point of beginning.

This property is conveyed subject to all restrictions, easements, and zoning ordinances of record or on the ground affecting said property.

This being the same property conveyed unto Danny Joe Ross and Kim M. Ross by deed of Ray P. Patton, Jr., dated and recorded concurrently herewith.



which has the address of 15 Tulane Avenue Greenville, South Carolina (herein "Property Address");
(Street) (City) (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.

4328 RV-2