

MORTGAGE

THIS MORTGAGE is made this 6 day of September 19 78, between the Mortgagor, BARNEY D. POSEY, JR. AND DIANE H. POSEY (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest a corporation organized and existing under the laws of the United States of America whose address is 203 State Park Road, Travelers Rest, S. C. 29690 (herein "Lender").

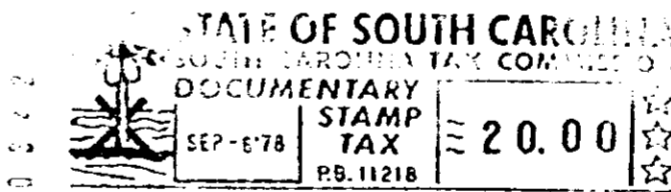
WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 6, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2004.

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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 4 of Terra Court Subdivision, and having, according to a plat entitled "Terra Court" by H. C. Clarkson, Jr., said plat being dated May 18, 1978, and recorded in the R.M.C. Office for Greenville County in Plat Book 6H at Page 60, the following metes and bounds, to-wit:

BEGINNING at a point on the Northern side of Terra Court at the joint front corner of Lots 4 and 5 and running thence with the line of Lot 5, N. 8-39 W. 257.2 feet to a point; thence S. 82-55 E. 90 feet to a point; thence S. 7-05 W. 20 feet to a point; thence S. 84-21 E. 115.7 feet to a point; thence S. 17-59 E. 33 feet to a point in the rear corner of Lots 4 and 3; thence with the line of Lot 3, S. 31-06 W. 220.85 feet to a point on the Northern edge of Terra Court; thence with the curve of Terra Court, the radius of which is N. 81-50 W. 60 feet to the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of H. J. Martin and Joe D. Charping, said deed being dated of even date and recorded in the R.M.C. Office for Greenville County in Deed Book 1086 at Page 777.



Terra Court which has the address of (Street) (City) (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 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.

CC10 1 SF 678 608 7. ENCT

4328 RV-2