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GREENVILLE CO. S. C.

MORTGAGE

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THIS MORTGAGE is made this 2nd day of October 1980, between the Mortgagor, Beauford W. Williams and Catherine K. Williams (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").

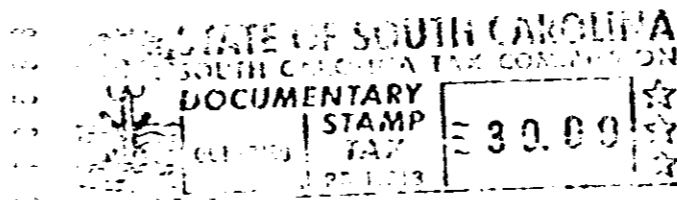
WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Five Thousand and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 located in the County of Greenville, State of South Carolina and being shown as a 39.3 acre tract of land according to a plat entitled "Property of Beauford W. Williams" prepared by W. R. Williams, Jr., dated September, 1980, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Marked Beech Road at the joint front corner of property herein described and property now or formerly of Fowler and running thence with the line of Fowler N. 44-24 E. 955 feet to a stone and iron pin; thence with the line of property now or formerly of McGee S. 75-53 E. 1,669.8 feet to a stone and iron pin; S. 4-07 W. 215 feet to a point on the northern edge of a 200 foot Duke Power Company right of way; thence with the northern edge of the said right of way 1,940 feet more or less to a point in Marked Beech Road; thence with Marked Beech Road, the following courses and distances, to-wit: N. 7-47 W. 45, N. 24-42 W. 200 feet, N. 38-32 W. 536 feet, N. 50-06 W. 84 feet to the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Mary Virginia Mitchell by deed dated December 28, 1968, and recorded in the R.M.C. Office for Greenville County in Deed Book 835 at Page 408.



which has the address of Route 2, Marked Beech Road, Marietta, S. C. 29661, (Street) (City) (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 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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