

1455 76

S. C.

PH '79

# MORTGAGE

THIS MORTGAGE is made this 19th day of October 1979, between the Mortgagor, Hester Builders, Inc. (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 Thirty-nine Thousand Two Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 19, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2009.

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 in the County of Greenville, State of South Carolina, being known and designated as Lot No. 7 as shown on plat entitled "Property of George L. Coleman, Jr." dated June 7, 1979, prepared by W. R. Williams, Jr., Surveyor, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-M at page 16, and having, according to said Plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on Williams Road, at the joint front corner of lots 7 and 8, and running thence with the joint line of said lots, S. 17-43 E., 204 feet to an iron pin at the joint rear corner of said lots; thence along the rear line of lot 7, S. 74-11 W., 126.6 feet to an iron pin at the joint rear corner of lots 6 and 7; thence with the joint line of lots 6 and 7, N. 15-04 W, 201 feet to an iron pin at the joint front corner of said lots, on Williams Road; thence with Williams Road, N. 72-47 E., 120.7 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagor herein by deed from George L. Coleman, Jr., dated August 28, 1979, and recorded herewith.

Mortgagee's mailing address: 203 State Park Road, Travelers Rest, SC

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE  
RECORDED  
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which has the address of Lot 7, Williams Road Travelers Rest  
[Street] [City]  
S. C., 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.