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GREENVILLE CO. S. C.  
JUN 29 9 34 AM '78  
DONNIE S. TAYKERSLEY  
R.M.C.

BOOK 1438 PAGE 040

# MORTGAGE

THIS MORTGAGE is made this 28th day of June 1978 between the Mortgagor, CALVIN N. COX (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").

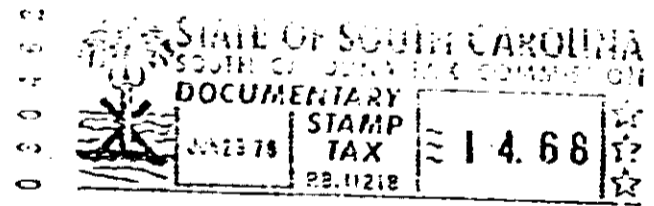
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-SIX THOUSAND SEVEN HUNDRED AND NO/100 (\$36,700.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 28, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1983;

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 th at lot of land situate in the County of Greenville, State of South Carolina being shown as Lot No. 15 and situate on the northerly side of Old White Horse Road and on the southeastern side of Ashley Court, as shown on plat of Ashley Acres Subdivision dated May 19, 1977, prepared by Robert R. Spearman, recorded in Plat Book 6-H at page 25 in the RMC Office for Greenville County and having according to said plat the following metes and bounds description, to-wit:

BEGINNING at an iron pin on the southeastern side of Ashley Court at the joint front corner of Lot 14 and Lot 15 and running thence with Lot 14 S 31-14 E 305 feet to an iron pin at the joint rear corner of Lot 14 and Lot 15; thence S 58-47 W 219.8 feet to an iron pin on Old White Horse Road; thence with said road N 69-35 W 223.9 feet to an iron pin; thence N 25-01 W 35.36 feet to an iron pin; thence N 19-59 E 85 feet to an iron pin; thence N 33-30 E 92.4 feet to an iron pin; thence N 58-22 E 205.4 feet to the point of beginning.

This is a portion of the property conveyed to the mortgagor by deed of J. C. Cox, to be recorded herewith.



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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 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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