

MORTGAGE

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THIS MORTGAGE is made this 20th day of December 19 77 between the Mortgagor, Richard Gene Cunningham and Sherry Lyday Cunningham, same as Sherie Lyday Cunningham (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of _____ 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 Forty-Eight Thousand Five Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2007.

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 lot of land in Bates Township, County of Greenville, State of South Carolina, being known as Lot No. 28 on a plat of Property of Homer Styles, said plat being recorded in Plat Book YY at Page 49 in the RMC Office for Greenville County and said lot having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Paris View Drive at joint front corners of Lots 28 and 29 and running thence S. 28-30 E. 180 feet; thence S. 44-56 W. 71 feet to a point on the eastern side of Gaston Drive and running thence along the eastern side of Gaston Drive N. 44-53 W. 168.8 feet to a point; thence with the curve of the intersection of Gaston Drive and Paris View Drive to a point on the southern side of Paris View Drive; thence with the southern side of Paris View Drive, N. 57-35 E. 93.4 feet to the point of beginning; being the same property conveyed to the mortgagors herein by deed of G. P. Peterson recorded June 29, 1964 in the RMC Office for Greenville County in Deed Book 752, Page 68.

ALSO all that certain piece, parcel or lot of land situate, lying and being on Coleman Park Drive in Travelers Rest, County of Greenville, State of South Carolina and having according to a recent survey of the property of George L. Coleman and George L. Coleman, Jr., dated September 20, 1971, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Coleman Park Drive which iron pin is 260 feet more or less from the intersection of Coleman Park Drive with Tubbs Mountain Road and running thence N. 7-07 W. 208.3 feet to an iron pin at the corner of the Spearman property; thence S. 88-45 E. 190.0 feet to an iron pin; thence S. 7-45 E. 150.0 feet to a point; thence S. 36-42 W. 35.7 feet to a point; thence S. 81-10 W. 165.0 feet to an iron pin, the point of beginning; being the same property conveyed to the mortgagors herein by deed of George L. Coleman and George L. Coleman, Jr. recorded October 5, 1971 in the RMC Office for Greenville County in Deed Book 926, Page 574.

which has the address of Coleman Park Circle (formerly Coleman Park Drive), Travelers Rest, S. C. (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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