

1422-902

MORTGAGE

THIS MORTGAGE is made this 10th day of February, 1978, between the Mortgagor, Boyce Ralph Hart and Nancy B. Hart (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 Thirteen Thousand and No/100ths (\$13,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 10, 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, 1998

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 piece, parcel or tract of land in the County of Greenville, State of South Carolina, being shown and designated as a ONE (1) ACRE TRACT as shown on plat entitled "Property of Ralph Hart" made by C. O. Riddle, Surveyor dated December 1975 and having the following metes and bounds, to-wit:

BEGINNING at iron pin at or near the center of Randall Drive at corner of other property of J. W. Clark and running thence S. 56-29 E. 22.1 feet to iron pin; thence continuing S. 56-29 E. 371.7 feet to iron pin at corner of 0.39 acre tract; running thence along joint line of the 1 acre tract and the 0.39 acre tract S. 33-31 W. 122.3 feet to iron pin at corner of other property of J. W. Clark; running thence N. 56-24 W. 343.8 feet to iron pin at edge of Randall Drive; thence continuing N. 56-24 W. 17 feet to iron pin in Randall Drive; thence continuing along approximately the center of Randall Drive N. 23-12 E. 55.9 feet to iron pin; thence continuing with said Randall Drive N. 18-32 E. 69.1 feet to iron pin, the beginning corner.

This is the same property conveyed to the mortgagors by deed of J. W. Clark dated January 16, 1976, and recorded in the RMC Office for Greenville County in Deed Book 1030, Page 522.

which has the address of Route 2, Randall Drive Taylors South Carolina 29687 (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 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.

GCTO 3 FE10 78 1110 5.SOCI

4328 RV-21

B 6 6 0