

LEATHERWOOD, WALKER, GREENVILLE, S.C.
APR 25 12 40 PM '78
CONNIE S. TIMMERSLEY
R.M.C.

1429 904

MORTGAGE

THIS MORTGAGE is made this 24 day of April, 1978, between the Mortgagor, CARLTON R. OWENS AND ELIZABETH S. OWENS (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 Seventeen Thousand and 00/100- (\$17,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 24, 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 April 1, 1988.

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 lying and being on the northern side of South Carolina Highway No. 414, and being shown as a 5.56 acre tract of land according to a plat entitled "Property of Eula Johnson Stone" dated June 4, 1976, by W. R. Williams, Jr., said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 5-T at Page 35, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S. C. Highway No. 414, and running thence N. 28-42 W. 46.9 feet to an iron pin in the line of property now or formerly of Holcombe; thence with the line of property now or formerly of Holcombe, N. 38-00 W. 475 feet to an old iron pin in the line of property now or formerly of Johnson; thence with the line of property now or formerly of Johnson, N. 61-57 E. 511.6 feet to an old iron pin in the line of property now or formerly of Cox; thence with the line of property now or formerly of Cox, S. 34-01 E. 432 feet to an iron pin in S. C. Highway No. 414; thence S. 34-01 E. 35 feet to a nail and cap in the center of S. C. Highway No. 414; thence with the center of S. C. Highway No. 414, S. 55-59 W. 480.1 feet to a nail and cap, the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Eula Johnson Stone, said deed being dated June 7, 1976 and recorded in the R.M.C. Office for Greenville County in Deed Book 1037 at Page 582.

which has the address of South Carolina Highway 414 (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 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.

GREENVILLE, S.C. 29690

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