

GREENVILLE CO. S. C.

APR 28 3 58 PM '78

1430 1978

DONALD S. HARRIS  
REALTOR

# MORTGAGE

THIS MORTGAGE is made this 27th day of April 1978, between the Mortgagor, Leon Moody (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-Nine Thousand Two Hundred and 00/100 (\$39,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 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 October 1, 2003.

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 lot of land situate, lying and being in Greenville County, South Carolina, being known and designated as Lot No. 41, Hampshire Hills, Section 2, plat of which is recorded in the RMC Office for Greenville County, Plat Book 5D, Page 79, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Laconia Drive at the joint front corner of Lots 40 and 41; running thence with the joint line of said lots, S. 19-38 E. 210.4 feet to an iron pin; thence S. 66-34 W. 150 feet to an iron pin; thence N. 23-26 W. 215 feet to an iron pin on the southerly side of Laconia Drive; running thence with the said side of Laconia Drive; N. 66-34 E. 45 feet to an iron pin; thence continuing with the said side of Laconia Drive N. 64-11 E. 118 feet to an iron pin the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Williams Builders, Inc. recorded of even date herewith.

which has the address of Lot No. 41, Laconia Drive Greenville South Carolina (herein "Property Address");  
(Street) (City)  
(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 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.

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