

GREENVILLE CO. S. C.

JUN 8 4 42 PM '78

DONNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

BOOK 1434 PAGE 629

THIS MORTGAGE is made this 8th day of June 1978, between the Mortgagor, Thomas J. Spencer, Jr. and Jacquelyn H. Spencer (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").

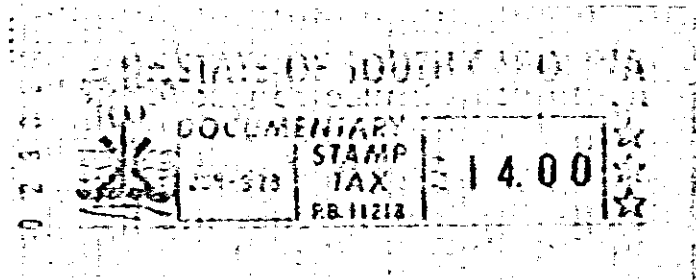
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Five Thousand and no/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 8, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 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 certain piece, parcel or tract of land situate, lying and being in Greenville County, S. C., near Travelers Rest, S. C., on the northern side of Belvue Road, containing 4.478 acres according to a plat prepared by Charles F. Webb, RLS #1577, February 1978, entitled "Plat for Thomas J. Spencer, Jr. and Jacquelyn H. Spencer" recorded in the RMC Office for Greenville County, S.C., in Plats Book 6-0, Page 4, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Belvue Road, which iron pin is 550 feet, more or less, southwest from a County Road and is at the joint front corner of the property herein described and property of Spencer as shown on said plat, and running thence along the right of way of Belvue Road S 62-15 W 267.76 feet to an iron pin on said Road at the joint front corner of the property herein described and property of McKinney as shown on said plat; thence along the McKinney line N 15-32 E 642.5 feet to an iron pin; thence continuing along the McKinney line N 16-58 W 364.09 feet to an iron pin; thence along property of Spencer S 76-21 E 499.02 to an iron pin; thence continuing along the Spencer line S 36-41 W 516.27 feet to an iron pin; thence continuing along the Spencer line S 1-00 W 310.96 feet to an iron pin on the northern side of Belvue Road, the point of beginning.

This being the identical property conveyed to the mortgagors by deed of T. J. Spencer recorded in the RMC Office for Greenville County in Deeds Book 1076, Page 250, on March 31, 1978.



which has the address of Belvue Road, Travelers Rest, S. C. 29690 (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.

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