

1440 700

# MORTGAGE

THIS MORTGAGE is made this 8th day of August 1978, between the Mortgagor, Wendell D. Ivey and Shirley A. Ivey

(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 Twenty-nine Thousand Nine Hundred and No/100 (\$29,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 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 August 1, 2008

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, situate lying and being in the County of Greenville, State of South Carolina, and beign known and designated as Lot No. 21, Windtree Subdivision, according to a plat prepared to said subdivision by C. O. Riddle, Surveyor, July 1, 1977, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-N, at Page 12, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Windtree Court, joint corner with Lot 20 and running thence with the common line with said lot, S. 58-27 E. 251 feet to a point; thence, S. 41-39 W. 152.4 feet to a point on the edge of Little Texas Road; thence running with the edge of said Road, N. 70-24 W. 204.5 feet to a point on the edge of said Road; thence running with the intersection of Little Texas Road and Windtree Court, N. 20-18 W. 30.9 feet to a point on the edge of Windtree Court; thence running with the edge of Windtree Court, N. 31-33 E. 173.6 feet to a point on the edge of said Windtree Court, the point of Beginning.

The within property is the identical property conveyed to the mortgagors herein by deed of Brown Enterprises of S. C., Inc. of even date herewith and recorded simultaneously with the recording of this instrument.

which has the address of Windtree Court, Travelers Rest, South Carolina 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.