

OCT 27 9 43 AM '03

# MORTGAGE

DONNE S. TANKERSLEY  
R.M.C.

THIS MORTGAGE is made this 23 day of October, 1978, between the Mortgagor, Lawrence T. Hyman (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 Nineteen Thousand, Two Hundred and no/100 (\$19,200.00) Dollars, which indebtedness is evidenced by Borrower's note dated (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:

**TRACT 1:** All that certain piece, parcel or tract of land, with the buildings and improvements thereon, situate, lying and being in the County and State aforesaid in Oneal Township northwest of the Rutherford Road and having according to a survey and plat entitled "Property of Larry and Mary Anne Hyman" prepared by W. J. Brockman, RLS, November 11, 1963, recorded in Plat Book EE at Page 119, RMC Office for Greenville County, S. C., the following metes and bounds:

BEGINNING at an iron pin in the line of Old lots 19 and 20, which iron pin is 36.5 feet S. 77 E. from the Old Rutherford Road at the corner of property now or formerly of J. Van McCray; thence N. 76-38 W. 433 feet to an iron pin; thence N. 45-52 E. 345 feet to an iron pin; thence N. 45-30 E. 307.7 feet to an iron pin; thence S. 67-00 E. 224 feet to an iron pin corner of property of S. S. Mason; thence with the Mason line S. 35-00 W. 144.5 feet to an iron pin; thence along the line of a fence S. 52-20 E. 64 feet to an old fence post; thence S. 63-53 W. 104.5 feet more or less to an iron pin on the edge of a 20 foot drive; thence crossing said drive S. 63-53 W. 20 feet to an iron pin; thence S. 71-20 W. 86 feet to an iron pin; thence S. 56-28 W. 115.8 feet to an iron pin; thence S. 27-31 E. 158.5 feet to point of beginning.

TOGETHER WITH all of the right, title and interest of the Mortgagor in and to said 20 foot driveway shown on said plat, being all of the property (except for the conveyance of a triangular tract to S. S. Mason, et al) acquired by Mortgagor and his wife by deed of Butler Greer dated November 23, 1963 recorded in the RMC Office for said County in Deed Book 737 at Page 310 and being all of the property acquired by Mortgagor and his Wife by deed of George E. Wright, et al by deed dated March 29, 1966 recorded in said RMC Office for Greenville County in Deed Book 796 at Page 24.

**TRACT 2:** All that certain lot of land with the buildings and improvements thereon located in Oneal Township, Greenville County, State of South Carolina abutting Tract No. 1 above described lying on the southwest side of the Buncombe Road and being shown as the major part of Lot 4 on plat of property of the J. B. Brookshire Estate prepared by H. L. Dunahoo, Surveyor recorded in the RMC Office for Greenville County, S. C. in Plat Book P at Page 89.

BEGINNING at an iron pin on the south side of S. C. Highway 290 at the corner of property heretofore sold by the Mortgagor and his Wife to Clifton L. Lister by deed recorded in Deed Book 1088 at Page 708; thence along the line of Lister S. 28-50 W. 130 feet to an iron pin; thence with rear line of Lister, N. 59-26 W. 10 feet to an iron pin; thence along original line of Lots 3 and 4, S. 28-50 W. approximately 130 feet to an iron pin; thence S. 61-30 E. 225 feet, more

which has the address of SC Highway #290 (City) Taylor's  
South Carolina (herein "Property Address");  
(State and Zip Code)

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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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