

MAY 3 11 41 AM '79

DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 3rd day of May 1979 between the Mortgagor, Elbert O. Ray and June M. Ray (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of Seventy thousand dollars and no/100's (\$70,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated May 3, 1979 (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, 2009

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, containing 2.83 acres, more or less, situate, lying and being on the Southeastern side of Ponders Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 as shown on a plat prepared by Piedmont Surveyors dated February 13, 1979, entitled "Addition to Huntington", and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 7-C page 3, and having, according to said plat, the following metes and bounds to wit :

Beginning at an iron pin on the Southeastern side of Ponders Road at the joint front corner of Lots Nos. 1 and 2, and running thence with the line of Lot No. 1 S. 72-12 E. 662.45 feet to an iron pin in the line of property now or formerly of Wilson; thence with the line of the said Wilson property N. 4-08 W. 86.8 feet to an iron pin; thence continuing with the line of the said Wilson property N. 3-43 W. 113.2 feet to an iron pin at the joint rear corner of Lots Nos. 2 and 3; thence with the line of Lot No. 3 N. 68-28 W. 554.3 feet to an iron pin on the southeastern side of Ponders Road; thence with the Southeastern side of Ponders Road, S. 26-15 W. 225 feet to the point of beginning.

The premises hereinabove described are conveyed subject to certain restrictions and protective covenants recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 740 page 269 and in Deed Book 815 page 313 and subject to all roadways, easements and rights of way, if any, affecting the above described property.

This is the same property conveyed to the mortgagor by deed of Helen H. Croxton and Hugh B. Croxton, Jr., as Co-Executors and Trustees under the Will of Hugh B. Croxton, deceased, and H. Caldwell Harper and dated March 14, 1979 and recorded March 15, 1979 in the RMC Office in Deed Volume 1098 page 463.

which has the address of Lot 2 Ponders Road Greenville, South Carolina (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 seized 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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