

GREENVILLE CO. S. C.  
SEP 26 1 49 PM '79  
DONNIE TANKERSLEY

BOOK 1482 PAGE 541

# MORTGAGE

THIS MORTGAGE is made this 27th day of September 1979, between the Mortgagor, Philippe Kostezer (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").

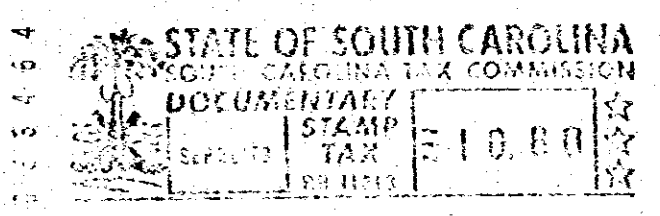
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty seven thousand and 00/100 (\$27,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 27, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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 in Greenville County, State of South Carolina, situate, lying and being on the northwestern side of Paris Mountain Road, near the City of Greenville and being known and designated as Lot No. 3 of North Sunset Hills as shown on plat thereof recorded in the RMC Office for Greenville County in Plat Book L, at page 92 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Paris Mountain Road at joint front corner of Lots Nos. 2 and 3 and running thence with the line of Lot No. 2, N. 38-38 W. 158.3 feet to an iron pin on the southeastern side of a 5-foot strip reserved for utilities; thence with the southeastern side of said strip, N. 50-52 E. 60 feet to an iron pin, joint rear corner of Lots Nos. 3 and 4; thence with the line of Lot No. 4, S. 38-38 E. 158.9 feet to an iron pin on the northwestern side of the Paris Mountain Road, joint front corner of Lots Nos. 3 and 4; thence with the northwestern side of Paris Mountain Road, S. 51-22 W. 60 feet to the beginning corner.

This is the same property conveyed to the mortgagor by deed of James R. Sapp dated September 27, 1979 and recorded in the RMC Office for Greenville County in Deed Book 1112 at page 555



which has the address of 205 State Park 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 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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