

FILED
GREENVILLE CO. S. C.

Nov 1 8 46 AM '79

DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE

11-0 712

THIS MORTGAGE is made this 31st day of October 1979 between the Mortgagor, Jesse F. Pitman and Peggy D. Pitman (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the State 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 Thirty Thousand Five Hundred and No/100 (\$30,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 31, 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 October 1, 1999

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 being known and designated as Lot No. 197, Sunny Slopes Subdivision, Section Three, according to a plat prepared of said property by C. O. Riddle, Surveyor, November 11, 1976, and which said plat is recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-P, at Page 11, and according to said plat having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Cedar Creek Drive, joint front corner with Lot 186 and running thence with the common line with Lot 186, 187, 188 and 189, N. 57-11 E. 215.8 feet to a point joint rear corner with Lot 196; thence running with the common line with Lot 196, N. 55-18 W. 142.8 feet to a point on the edge of Cedar Creek Drive; thence running with the edge of said Drive as a line, the following courses and distances: S. 20-10 W. 121.3 feet and S. 14-40 W. 87.19 feet to the point of Beginning.

The within property is the same property conveyed to the mortgagors herein by that certain deed of Brown Enterprises of S. C., Inc. of even date herewith and which said deed is being filed simultaneously with this instrument in the R.M.C. Office for Greenville County, South Carolina.

which has the address of Route 6, Cedar Creek Drive, Travelers Rest, South Carolina 29690 (Street) (City) (State and Zip Code) (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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