

1537-1571

MORTGAGE

THIS MORTGAGE is made this 12th day of December, 1980, between the Mortgagor, Bobby J. Jones Builders, Inc. (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 Seventy Three Thousand Eight Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 12, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2006.

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 lying in the State of South Carolina, County of Greenville, shown as Lot 3 on plat of Hollyton, Section 1, recorded in Plat Book 5 P at page 45 and having the following courses and distances:

Beginning at an iron pin on Roper Mountain Road, joint corner of Lots 3 and 4 and running along Roper Mountain Road, N. 44-21 W. 115.0 feet to iron pin in curve; thence with curve, N. 0-39 E. 35.4 feet to an iron pin; thence along an unnamed road, N. 45-39 E. 90.0 feet and N. 65-36 E. 58.6 feet to an iron pin; thence along the side of Lot 3, S. 44-21 E. 120 feet to an iron pin; thence S. 45-39 W. 170.0 feet to an iron pin the point of beginning.

Being the same property conveyed by Trustees of Wrenn Memorial Baptist Church by deed recorded herewith.

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which has the address of Lot 3, Roper Mountain Road, Greenville, S. C. 29615, (herein "Property Address"); (State and Zip Code)

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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