

RECORDED  
CO. S. C.  
10 42 AM '81  
WALKERSLEY  
R.M.C.

# MORTGAGE

THIS MORTGAGE is made this thirty-first day of March, 1981, between the Mortgagor, William Thomas and Lynda P. Hester (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-six Thousand and no/100 (\$26,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1991.

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 situate, lying and being in the County of Greenville, State of South Carolina, in Bates Township, and being known and designated as the property of William T. Hester and Lynda P. Hester, shown on plat prepared by W. R. Williams, Jr., R.L.S. No. 3979, on September 23, 1971, and recorded in the RMC Office for Greenville County at Plat Book 4-U, page 59, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin approximately 75 feet south of the intersection of Tubbs Mountain Road and Coleman Park Road at an iron pin on the eastern side of Tubbs Mountain Road being bounded on the south by properties of the Grantors thence with Tubbs Mountain Road N. 10-58 W. 54.1 feet to an iron pin; thence with the curve of Coleman Park Road the chord of which is N. 23-10 E. 41.8 feet to an iron pin; thence With Coleman Park Road N. 55-45 E. 425.4 feet to an iron pin; thence with the curve on Coleman Park Road the chord of which is S. 61-32 E. 36.7 feet to an iron pin; thence S. 1-20 W. 321.8 feet to an iron pin being the common boundary line of Spearman; thence N. 88-45 W. 190 feet to an iron pin; thence N. 88-45 W. 192.6 feet to the beginning corner.

THIS property is subject to American Telephone and Telegraph Lines easement and power line easement as will appear on the aforesaid plat.

THIS conveyance is subject to any and all easements, rights-of-way or restrictions that may appear of record on the recorded plat or on the premises.

THIS being the same property conveyed to the mortgagors herein by deed of George Coleman, et al. dated October 5, 1971, and recorded in the RMC Office for Greenville County at Deed Book 927, page 51.

THE said mortgagor does hereby covenant and represent unto the said Mortgagee, its successors and assigns, that they are fully seized in fee of the property above described, and that the property is free of all encumbrances except a mortgage to Poinsett Federal Savings and Loan Association dated April 18, 1973, and recorded in the RMC Office for Greenville\*\*\* which has the address of Rt. 5, Box 80, Coleman Park Circle, Travelers Rest, S.C. 29690 (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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