

MORTGAGE

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R.B.C. HAVLEY  
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THIS MORTGAGE is made this 13th day of February 1984, between the Mortgagor, Elmer P. McCombs and Helen D. McCombs (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 Ten Thousand and no/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 13, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1989;

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:

TRACT NO. 1:

ALL of that lot of land in the County of Greenville, State of South Carolina, in Bates Township, near Marietta and being situate on the County Road a short distance southeast of Dacusville Road or S. C. Highway No. 186 according to a plat of property of J. T. McCombs made by T. T. Dill recorded in Plat Book PP at Page 17 and having, accordingly, the following metes and bounds, to-wit: BEGINNING at an iron pin on southeastern side of said road and running thence N. 27-30 E. 145 feet to an iron pin; thence S. 48-23 E. 200 feet to an iron pin; thence S. 27-30 W. 110 feet to an iron pin; thence N. 58-40 W. 194.3 feet to an iron pin on said Road at the point of beginning and being the same property conveyed to us in Deed Book 591 at page 311.

TRACT NO. 2:

ALL that lot of land in the County of Greenville, State of South Carolina, in Bates Township, a short distance southeast of the Pickens-Dacusville Road and being a portion of the property J. T. McCombs in Plat Book PP at page 17 and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the property line of Isaac Eppes in line of J. T. McCombs property which pin is situate S. 55-38 E. 378.2 feet from the Pickens-Dacusville Road; thence along the property of Isaac Eppes S. 55-38 E. corssing a 15 foot open drive to an old iron pin; thence S. 68-40 E. 297 feet to an iron pin; thence N. 27-55 E. 122.7 feet to an iron pin at the corner of McCombs; thence along McCombs and Harvey Eppes N. 58-40 W. 389.6 feet to an iron pin; thence S. 36-54 W. 167.5 feet to the point of beginning.

TRACT NO. 3:

ALL of that piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina, near Marietta, containing 6.68 acres, more or less and more particularly described, to-wit: BEGINNING at an iron pin at the corner of property herein conveyed and property of J. T. McCombs 666 feet from an iron pin on Dacusville Road, (Hwy. 286); thence S. 16-32 E. 200 feet to an oip; thence S. 50-44 E. 694 feet to an iron pin; thence S. 09-33 E. 390 feet to an iron pin on the bank of South Saluda River; thence with the bank of said river, S. 54-50 W. 123.2 feet to a point; thence, with said river, S. 44-23 W. 90 feet to a point; thence with said river, S. 35-06 W. 100 feet to a point; thence with said river

which has the address of Route 2, Box 456 Marietta, ...continued... South Carolina 29661 (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.

Derivation: Harvey C. Epps, et al Recorded Deed Book 833 page 540. Recorded 11-30-67. J. T. McCombs recorded Deed Book 656 page 19 recorded 7-9-60. J. T. McCombs recorded Deed Book 1131 page 798 recorded 8-22-80.

