

GREENVILLE COUNTY

RECORDED IN DEED BOOK 1416 PAGE 326

MORTGAGE

1416 326

THIS MORTGAGE is made this 18th day of November 1977, between the Mortgagor, Jesse Harold Bates (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of the United States of America 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-Two Thousand Five Hundred and No/100ths (\$22,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 1977 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2007.

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 tract of land situate, lying and being in the County of Greenville, State of South Carolina in Bates Township containing 2.65 acres more or less as shown on a plat of property of Jesse Harold Bates by Terry T. Dill, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 6F, page 1, and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northwestern side of the Pickens-Marietta Road (S.C. Highway 186) at the corner of property now or formerly of Pierce and running thence along the Northwestern side of said road S. 39-58 W. 357 feet to an iron pin; thence leaving said road and running along the line of property now or formerly of Bates, N. 52-57 W. 433 feet to an iron pin; thence N. 13-00 E. 138 feet to an iron pin in the line of property now or formerly of Pierce; thence with the line of said property now or formerly of Pierce, S. 77-30 E. 557 feet to the point of beginning; and being the same property conveyed to the mortgagor herein by deed of J. H. Bates and Pauline M. Bates, recorded June 9, 1977 in the RMC Office for Greenville County in Deed Book 1058, page 256.

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which has the address of Dacusville Road, Route #2, Marietta, S. C. (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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