

MORTGAGE

THIS MORTGAGE is made this 3rd day of February, 1978, between the Mortgagor, William R. Jolly, Jr., and Deborah B. Jolly (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 Forty-Four Thousand Eight Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 3, 1978 (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, 2003;

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 Greenville County, State of South Carolina, being shown and designated as Lot 5, Oakway Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book JJJ, Page 107, reference to said plat being hereby craved for more particular description.

This conveyance is subject to all restrictions, set back lines, roadways, easements, and rights-of-way, if any, appearing on record, on the premises or on the recorded plat, which affect the property hereinabove described.

Derivation: Donald R. Grant, Deed Book 1004, Page 403, recorded on August 7, 1974.

[Handwritten notes and signatures]

which has the address of Oakway Circle Greenville, 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.

0874
FEB 08 1978
9902

3.5981

4328 RV.2

0790