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DONNIE S. TANKERSLEY  
R.H.C.

# MORTGAGE

THIS MORTGAGE is made this 20th day of June 1978., between the Mortgagor, Ben F. Foxworth and Patti T. Foxworth (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").

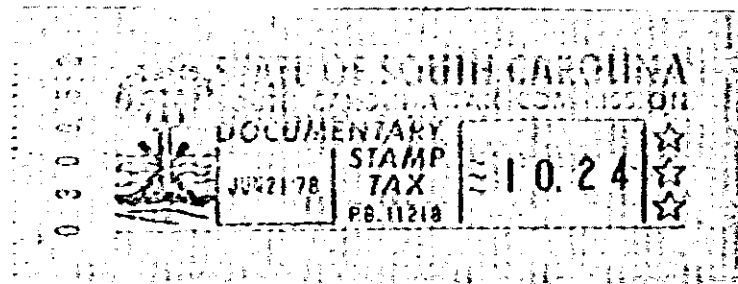
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-five Thousand Six Hundred Dollars, which indebtedness is evidenced by Borrower's note dated June 20, 1978 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2008;

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 lot of land in the State of South Carolina, County of Greenville, being known and designated as Lot 5 on a plat of Bruce Heights, prepared by C. C. Jones, Engineer, recorded in Plat Book LL at Page 73 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Nora Drive at the joint front corner of Lots 4 and 5 and running thence along the joint line of said lots, S. 87-06 W. 194.7 feet to an iron pin at the joint rear corner of Lots 4 and 5; thence running along the rear line of Lot 5, N. 16-20 W. 75 feet to an iron pin at the joint rear corner of Lots 5 and 6; thence turning and running along the joint line of said lots, N. 81-36 E. 200.4 feet to an iron pin on Nora Drive at the joint front corner of Lots 5 and 6; thence along the western side of Nora Drive, S. 10-50 E. 90 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Mortgagor by deed of Robert E. Hines as recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1081 Page 675 on June 21, 1978.



which has the address of 25 Nora Drive, Greenville, South Carolina 29609 (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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