

FILED
GREENVILLE CO. S. C.

SEP 26 3 32 PM '78

BOOK 1445 PAGE 379

CONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

THIS MORTGAGE is made this 26 day of September, 1978, between the Mortgagor, H. J. MARTIN AND JOE O. CHARPING (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 SIXTY THOUSAND ONE HUNDRED (\$60,100.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 26, 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 March 1, 2008;

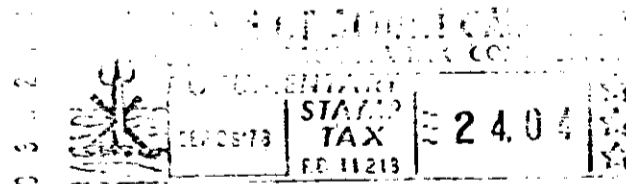
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot No. 5 on plat of Terra Court, recorded in plat book 6 H at page 60 of the RMC Office for Greenville County, S. C., and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the west side of Terra Court, the joint front corner of Lots 5 and 6, and running thence with the joint line of said lots N. 76-23 W. 142.2 feet to an iron pin in line of Terra Pines Estates, Sec 4, thence with line of said property N. 35-00 E. 30 feet to an iron pin; thence continuing with the line of said property N. 14-52 E. 339.2 feet to an iron pin; thence turning S. 82-55 E. 20 feet to an iron pin joint corner of Lots 4 & 5; thence with the joint line of said lots S. 8-39 E. 257.2 feet to an iron pin on the northwest side of the turn-around of Terra Court; thence with the curve of said turn-around S. 36-28 W. 41.9 feet to an iron pin; thence continuing with said turn-around S. 16-39 E. 47.4 feet to an iron pin on west side of Terra Court; thence with the west side of said Court S. 15-03 W. 51.7 feet to the point of beginning.

This is a portion of the property conveyed to mortgagors by The United Methodist Church, Greenville District, by its duly authorized trustee, by deed dated July 13, 1978 recorded July 13, 1978 in deed vol. 1083 page 61 of the RMC Office for Greenville County, S. C.

MORTGAGEE's address:
203 State Park Road
Travelers Rest, S. C. 29690



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which has the address of Lot 5, Terra Court Greenville,
[Street] [City]
S. C. 29607 (herein "Property Address");
[State and Zip Code]

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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