

Mortgagee's Address: 203 State Park Road, Travelers Rest, S. C. 29690

GREENVILLE CO. S. C.  
SEP 23 2 36 PM '78  
JIMMIE S. TANNERSLEY  
R.M.C.

# MORTGAGE

BOOK 1445 PAGE 762

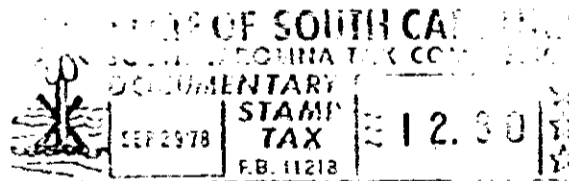
THIS MORTGAGE is made this 28th day of September 19. 78, between the Mortgagor, James V. Lyda, Sr. (same as James Vernon Lyda) (herein "Borrower"), and the Mortgagee, POINSETT FEDERAL SAVINGS AND LOAN ASSOCIATION of Travelers Rest, a corporation organized and existing under the laws of South Carolina, 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 Thirty-Two Thousand and No/100ths. (\$32,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 28, 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 October 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville on the southern side of Paris View Drive shown and designated as Lot 39 on a plat entitled "Property of Homer Styles" dated February 3, 1958 revised December, 1962, recorded in the RMC Office for Greenville County in Plat Book YY at Page 101 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Paris View Drive at the joint front corner of Lots 38 and 39 and running thence with the northern side of said drive N. 81-49 E. 100 feet to a point at the rear corner of Lot 41; thence along the rear line of Lots 41 and 40, S. 08-11 E. 200 feet to a point; thence S. 81-07 W. 100 feet to a point at the joint rear corner of Lots 38 and 39; thence along the common line of said lots, N. 08-11 W. 200 feet to the point of beginning; and being the same property conveyed to the mortgagor herein by deed of Charles Douglas Rice, III recorded September 8, 1965 in the RMC Office for Greenville County in Deed Book 781, Page 539.



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which has the address of Rt. 2, Paris View Drive, Travelers Rest, S. C. (Street) (City) (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".

3.50C1

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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