

V

GREENVILLE CO. S.C.
APR 17 2 53 PM '79

MORTGAGE

THIS MORTGAGE is made this 6th day of April, 1979, between the Mortgagor, RICKY NEAL WATERS AND BARBARA CHILDS WATERS (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").

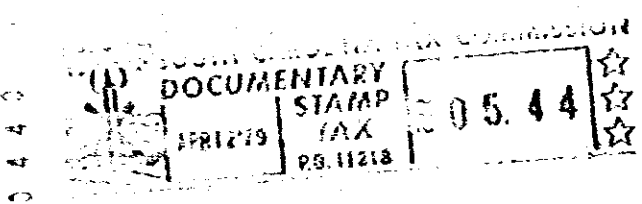
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirteen Thousand Six Hundred and No/100 (\$13,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 6, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1989.

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 Bates Township, near Bates Crossing, in the County of Greenville, State of South Carolina, on the Western side of State Highway No. 414 (Tugaloo Road) and having, according to a plat prepared by T. T. Dill, dated June 17, 1961, and also according to a more recent plat prepared by Webb Surveying & Mapping Co., dated April, 1979, entitled "Property of Ricky Neal Waters and Barbara Childs Waters", the following metes and bounds:

BEGINNING at an iron pin on the Western side of State Highway No. 414, on the right of way of the G & N Railroad, and running thence with said right of way N. 64-30 W. 185.7 feet to an iron pin; thence S. 07-10 E. 161.5 feet to an iron pin; thence along the property of Wallace S. 67-53 E. 180 feet to an iron pin located 148 feet North of Brooks Drive; thence along the Western side of said Highway N. 07-10 W. 148 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Kenneth Lee Gibbons and Gary Faye S. Gibbons, dated February 2, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1096 at page 554 on February 5, 1979.



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which has the address of P. O. Box A, Marietta, South Carolina 29661 (herein "Property Address");
(Street) (City) (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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