

DONNERSLEY MORTGAGE

THIS MORTGAGE is made this 11th day of October 1979 between the Mortgagor, Vernard C. Kear and Helen A. Kear (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").

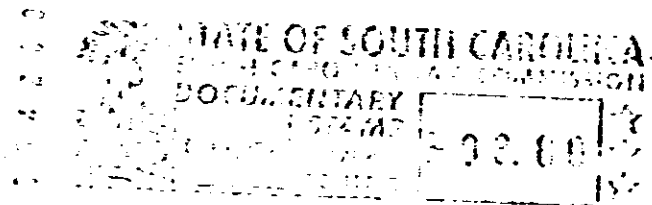
WHEREAS, Borrower is indebted to Lender in the principal sum of Nine Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 11, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and lying and being on the western edge of Trammell Road, and having according to a plat entitled "Property of Vernard C. Kear and Helen A. Kear" by Freeland & Associates, dated October 9, 1979, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of Trammell Road, said nail and cap being located approximately 1,236.2 feet, more or less, in a northerly direction from the intersection of Trammell Road and Talley Bridge Road and running thence N. 82-03 W. 268.1 feet to an iron pin; thence N. 0-40 W. 160 feet to an iron pin; thence N. 71-48 E. 128 feet to a nail and cap in the center of Trammell Road; thence with the center of Trammell Road the following courses and distances: S. 38-53 E. 80.1 feet to a nail and cap; S. 35-52 E. 111.8 feet to a nail and cap; S. 25-33 E. 64.4 feet to a nail and cap; S. 4-55 E. 26.1 feet to a nail and cap, the point of beginning.

Being the same property conveyed to the Mortgagor herein by John A. Roberts and Barbara F. Roberts, dated October 11, 1979, and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book 1113, at Page 454.



which has the address of (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".

Borrower covenants that Borrower is lawfully seized 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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