

P.O. Box 969  
Greenville, S. C.

FILED  
NOV 13 11 35 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

1487-915

THIS MORTGAGE is made this 12th day of November 1979, between the Mortgagor, DONALD J. POINSETTE and MARY KAY POINSETTE (herein "Borrower"), and the Mortgagee, SOUTH CAROLINA NATIONAL BANK, a corporation organized and existing under the laws of the United States whose address is P. O. Box 168 Columbia, South Carolina 29202 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY-FIVE THOUSAND Dollars, which indebtedness is evidenced by Borrower's note dated November 12, 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 December 1, 2009

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 City and County of Greenville, South Carolina, being shown and designated as Lot 34 on a Plat of Section 2, PARKINS LAKE DEVELOPMENT, recorded in the RMC Office for Greenville County in Plat Book YY, at Page 93, and having, according to a more recent survey by Freeland and Associates, dated November 7, 1979, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Timrod Way, joint front corner of Lots 33 and 34, and running thence with the common line of said Lots S 56-08 E, 187.3 feet to an iron pin; thence with the rear line of Lot 34, S 31-55 W, 64.1 feet; thence continuing with the rear line of Lot 34, S 31-42 W, 95.9 feet to an iron pin, joint rear corner of Lots 34 and 35; thence with the common line of said Lots, N 56-09 W, 185.9 feet to an iron pin on the southeastern side of Timrod Way; thence with Timrod Way, the following courses and distances: N 30-00 E, 17.8 feet to an iron pin; thence N 30-19 E, 62.2 feet to an iron pin; thence N 32-19 E, 80.0 feet to an iron pin, the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Bess B. Hewell, dated November 12, 1979, to be recorded simultaneously herewith.

STATE OF SOUTH CAROLINA  
RECORDED  
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which has the address of 27 Timrod Way, Greenville, S. C. 29607 (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 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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