

REC'D
S. C.
PH '80
MERSLEY

1987-759

MORTGAGE

THIS MORTGAGE is made this 15th day of December, 1980, between the Mortgagor, W. Bayne Brown (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 Five Hundred and No/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 15, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 2010.

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 County of Greenville, State of South Carolina, being shown and designated as Lot No. 65 on the south side of Cox Street as shown on a plat of Sunny Acres recorded in the R.M.C. Office for Greenville County in Plat Book BB at Pages 168 and 169, reference to said plat being made for a more complete and detailed description thereof.

Being the same property conveyed to the mortgagor herein by deed of Poinsett Service Corporation dated December 15, 1980, and recorded in the R.M.C. Office for Greenville County in Deed Book 138 at Page 923.

which has the address of Lot No. 65 Cox Drive Travelers Rest,
S. C. 29690 (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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