

FILED
GREENVILLE CO. S. C.
MAY 1 3 43 PM '78
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

BOOK 1430 PAGE 552

THIS MORTGAGE is made this 28 day of April 1978, between the Mortgagor, KENNETH M. JONES AND EARLENE G. JONES (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 Eight Thousand and 00/100-- (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 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, 2007;

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the Southwestern side of S. C. Highway 186, and being shown and designated on a plat entitled "Property of Kenneth & Earlene G. Jones," prepared by Terry T. Dill, dated February 22, 1978, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 6-N at Page 73, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S. C. Highway 186, same being approximately one-fourth of a mile to Bates Road and running thence N. 73-11 E. 175 feet to a nail and cap in the center of said Highway; thence turning and running along property now or formerly of McCombs, S. 46-09 E. 1,414 feet to an iron pin along the South Saluda River; thence turning and running along said River, S. 61-36 W. 79.6 feet to an iron pin; thence turning and running along other property of Stroud, N. 49-10 W. 1,486 feet to the point of beginning.

BEING the same property conveyed to the Mortgagors herein by deed of Marilyn A. Stroud, said deed being dated March 8, 1978 and recorded in the R.M.C. Office for Greenville County in Deed Book 1075 at Page 14.

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which has the address of Rt. 2, Dacusville Road, Marietta, S. C. 29661 (Street) (City) (State and Zip Code) (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 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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