

MORTGAGE

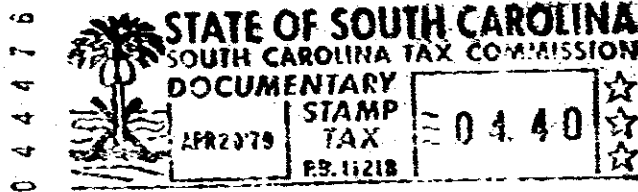
THIS MORTGAGE is made this 19th day of April 1979 between the Mortgagor, C. D. Case (herein "Borrower") and the Mortgagee, HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America whose address is 201 West Main Street, Laurens, S.C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eleven Thousand and No/100 (\$11,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 19, 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, 1999.

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 State of South Carolina, County of Greenville, near the City of Fountain Inn, being known and designated as Lot #1 on Plat of Survey of property of C. D. Case, being located on the corner of Case Street and Woodside Drive, formerly Church Street. Said lot is bounded by Case Street for a distance of 81.6 feet; on the West by Woodside Drive whereon it fronts for 25 feet; on the South by Lot #2 of said survey, now or formerly Buchanan 150 feet; on the East by lands now or formerly of Case Lumber Company 166.8 feet.

This being a portion of the property conveyed to the Mortgagor herein by deed of B. B. Smith dated 3/28/46 and recorded on 3/29/46 in the RMC Office for Greenville County in Deed Book 290, at Page 49.



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which has the address of lot, corner of Case St., & Woodside Drive, Fountain Inn, S. C. 29644 (herein "Property Address");

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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".

5.50 C1

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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