

FILED
GREENVILLE CO. S.C.
APR 30 4 41 PM '79
DONNIE S. TAYLOR
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IF THE PROPERTY IS IN AN AREA THAT IS NOW OR IN THE FUTURE IDENTIFIED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT AS HAVING SPECIAL FLOOD HAZARDS, AND IN WHICH THE SALE OF FLOOD INSURANCE HAS BEEN MADE MANDATORY UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968, PURCHASE BY THE BORROWER OF A FLOOD INSURANCE POLICY SATISFACTORY TO THE LENDER WILL BE REQUIRED.

Jr.

TO ALL WHOM THESE PRESENTS MAY CONCERN: Clarence E. Mitchell, Jr. and Betty K.

Mitchell
Simpsonville, South Carolina, hereinafter called the Mortgagor, send(s) greetings:

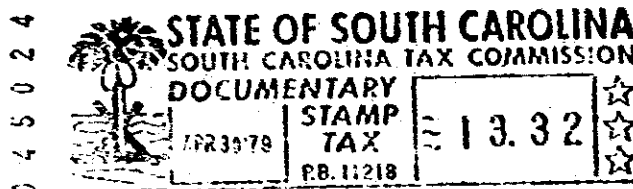
WHEREAS, the Mortgagor is well and truly indebted unto Heritage Federal Savings and Loan Association

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Thirty-three Thousand Two Hundred Fifty & No/100----- Dollars (\$ 33,250.00), with interest from date at the rate of Seven & three quarter per centum (7.75 %) per annum until paid, said principal and interest being payable at the office of Service Corporation of South Carolina, 3600 Forest Drive, Suite 109 in Columbia, S.C. 29204 or at such other place as the holder of the note may designate in writing, in monthly installments of Two Hundred Thirty-eight & 40/100----- Dollars (\$ 238.40), commencing on the first day of June, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 2009.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville State of South Carolina:

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina in the Town of Simpsonville being known and designated as Lot #597 on plat of WESTWOOD Subdivision, Section 6, as shown on plat thereof recorded in Plat Book 4X at page 100 in the RMC Office for Greenville County and being further shown on plat of Clarence Eugene Mitchess, Jr. and Betty K. Mitchell prepared by J. L. Montgomery, III, R.L.S., dated April 16, 1979 and recorded in the RMC Office for Greenville County in Plat Book 7E at page 29.

This being the same property conveyed to the Mortgagors herein by deed of Benny L. Cornell and Cheryl E. Cornell of even date, to be recorded.



Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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