## **MORTGAGE**

2001 1483 145.947

THIS MORTGAGE is made this tenth day of October 19.79, between the Mortgagor, Howard M. Bennett and Carolyn C. Bennett (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association organized and existing under the laws of State of South Carolina whose address is East Washington Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-three Thousand Two Hundred & No/100 ----- Dollars, which indebtedness is evidenced by Borrower's note dated. October 10, 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 ... October 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: being shown and designated as Lot Number 3 on plat of Heritage Lakes Subdivision prepared by Heaner Engineering Company, dated October 26, 1977, recorded in Plat Book 6-H at Page 17 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southerly side of Harness Trail at the joint front corner of Lots 2 & 3 and running thence, S 46-58 48 E 253.34 feet to a point; thence turning and running, S 11 42 35 W 17.62 feet to a point; thence running, S 74 09 45 W 143 feet to an iron pin at the joint rear corner of Lots 3 and 4; thence turning and running with the common line of said lots, N 31 10 40 W 207.60 feet to an iron pin on Harness Trail; thence along said Trail, N 50 55 16 E 81.97 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of Roy E Pettit recorded on even date herewith.



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.

SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FRIME UNIFORM INSTRUMENT

MORTGAGE

228 RV.2

The receipted to be a