

FILED
GREENVILLE CO. S. C.

DEC 31 3 25 PM '75

DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

1257 100

THIS MORTGAGE is made this 31st day of December 1975, between the Mortgagor, Jay J. Hoenig and Delvine C. Hoenig (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina, Columbia, South Carolina, a corporation organized and existing under the laws of South Carolina whose address is c/o Aiken-Speir, Inc. P. O. Box 391, Florence, South Carolina 29501 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty thousand five hundred fifty and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 1975 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2006.

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 State of South Carolina, County of Greenville, being known and designated as Lot 10 of Mountainbrooke Subdivision as shown on a plat revised September 11, 1974, prepared by Piedmont Engineers, Architects and Planners and recorded in the RMC Office for Greenville County in Plat Book 4-X at Page 84.



which has the address of 101 Eagle Ridge Lane Greenville
[Street] [City]
South Carolina 29607 (herein "Property Address");
[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.

4328 RV-23