

MORTGAGE

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GREENVILLE FILED MAY 10 1984 S.C. THIS MORTGAGE is made this --30th-- day of APRIL 1984, between the Mortgagor, PAUL DAVID O'NEAL AND GWENDOLYN F. O'NEAL (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 SEVENTY THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated APRIL 30, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 2004;

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 no. 26 on plat of Southwood Acres, recorded in the RMC Office of Greenville County in plat book 000, pages 74 and 75 and also shown on a more recent plat dated April 25, 1984, prepared by J. L. Montgomery, RLS No. 4552, recorded in plat book ___ at page ___, in the RMC Office of Greenville County and having, according to the more recent plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Southwood Drive, joint front corner of lots 26 and 27 and running along said joint line, N. 78-46 W., 237.05 feet to an iron pin; thence turning and running with the rear line of lot 26, N. 13-53 E., 100.0 feet to an iron pin; thence turning and running with the joint line of lots 26 and 21, N. 32-40 W., 263.4 feet to an iron pin on the eastern side of Southwood Drive; thence turning and running with said Drive, S. 34-30 W., 123.0 feet to an iron pin and S. 14-37 W., 177.0 feet to an iron pin, being the place of beginning.

Being the identical property conveyed to the mortgagors by deed of Frances K. Miller, to be recorded of even date herewith.

STATE OF SOUTH CAROLINA COMMISSIONER OF REVENUE DOCUMENTARY STAMP TAX MAY-284 28.00 FEB 11 1984

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which has the address of Lot 26, Southwood Drive, (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 seized 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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