

# MORTGAGE

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

TO ALL WHOM THESE PRESENTS MAY CONCERN: Franklin T. and Andrea S. Hutto

(hereinafter referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, LAURENS, S. C. (hereinafter referred to as Mortgagee), as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of

Forty-four thousand and nine hundred <sup>00</sup>/<sub>100</sub>

DOLLARS (\$ 44,900.00 ), with interest thereon from date at the rate provided for in said note, said principal and interest to be repaid as therein stated, except that the final payment of principal and interest shall be due on

February 1, 2008, and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose;

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

"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, in the town of

Mauldin, being shown as Lot No. 154 on plat of FORRESTER WOODS, Section III, dated August 22, 1972, revised September 14, 1972, prepared by Carolina Engineering & Surveying Co., and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4R at page 51. Reference to said plat is hereby made for a more particular description.

This conveyance is made subject to restrictive covenants recorded in the R. M. C. Office for Greenville County in Deed Volume 942 at page 157.

352

This conveyance is also made subject to any restrictive covenants, building set-back lines, easements and rights of way affecting the above described property.

Being the same property conveyed to the grantors herein by R. L. Rucker and Susan F. Rucker by deed recorded in the R. M. C. Office for Greenville County on June 29, 1973 at Volume 977 at Page 885 of the book of deeds.

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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 any other equipment or fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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