

FILED
FEB 9 1979
GREENVILLE
SOUTH CAROLINA

MORTGAGE

1451-202

THIS MORTGAGE is made this 5th day of February 1979 between the Mortgagor, James P. Harris, III and Camille H. Harris (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 Forty-Four Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated February, 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 February 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 on the northwestern side of Chicamaugua Lane being shown and designated as Lot 70 on a plat entitled Powderhorn, Section 2, recorded in the RHC Office for Greenville County in Plat Book 6H, Page 9 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northwestern side of Chicamaugua Lane at the joint front corner of Lots 69 and 70 and running thence with the common line of said lots, N. 43-39 W. 125.45 feet to a point in the line of the Open Area between Section 1 and Section 2 and running thence with such line, S. 59-41 W. 61 feet and S. 32-00 W. 49 feet to a point at the joint rear corner of Lots 70 and 71; thence with the joint line of said lots, S. 57-25 W. 141.2 feet to a point on the northwestern side of Chicamaugua Lane; thence with the northwestern side of said Lane, N. 30-00 E. 12 feet and N. 40-27 E. 61.9 feet to the point of beginning; and being a portion of the property conveyed to the grantor herein by deed of the Kenyon Place Dye Works, Inc., recorded October 16, 1972, in the RHC Office for Greenville County in Deed Book 955, at Page 27.

This conveyance is made subject to all easements, rights-of-way and restrictions of record as may be applicable to the property hereinabove described.

This being the same property conveyed to the mortgagors by deed from American Service Corporation of South Carolina, to be recorded in the RHC Office for Greenville County in Deed Book 71, at Page 721, dated 12/27/72.

7.60

which has the address of _____ (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 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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