

MORTGAGE

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THIS MORTGAGE is made this 31st day of August 1979, between the Mortgagor, David C. Smith, Jr. and Betty C. Smith (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").

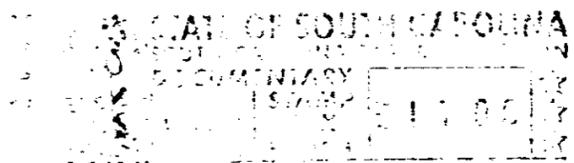
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 31, 1979 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2008

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 South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as a portion of Lot 30 on plat of Oakfern, Section 2, recorded in Plat Book 7C at page 52 and having the following courses and distances:

BEGINNING at an iron pin on Oakfern Drive at the joint front corner of Lots 29 and 30 and running thence with Oakfern Drive, N. 67-23-48 E. 102.85 feet to an iron pin at curve; thence with the curve, S. 81-44 E. 42.9 feet to an iron pin on Mustang Circle; thence with Said Mustain Circle, S. 50-51 E. 173.0 feet to an iron pin; thence a new line through Lot 30, S. 64-49 W. 71.9 feet to an iron pin; thence S. 89-07 W. 46.6 feet to an iron pin; thence S. 67-23-48 W. 106.38 feet to an iron pin at the joint rear corner of Lots 29 and 30; thence with the joint line of said lots, N. 22-36-12 W. 160 feet to an iron pin on Oakfern Drive, the point of beginning.

Being the same property conveyed by Edward H. Hembree Builders, Inc. by deed recorded herewith.



which has the address of Lot 30, Oakfern Drive, Simpsonville, S.C., (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 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.

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