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DONALD W. FAHRSLEY  
R.M.C.

# MORTGAGE

BOOK 1182 PAGE 42

THIS MORTGAGE is made this 25th day of September, 1979, between the Mortgagor, David D. Smith and Carole K. 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-ONE THOUSAND AND SIX HUNDRED DOLLARS (41,600.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 25, 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 August 1, 2008;

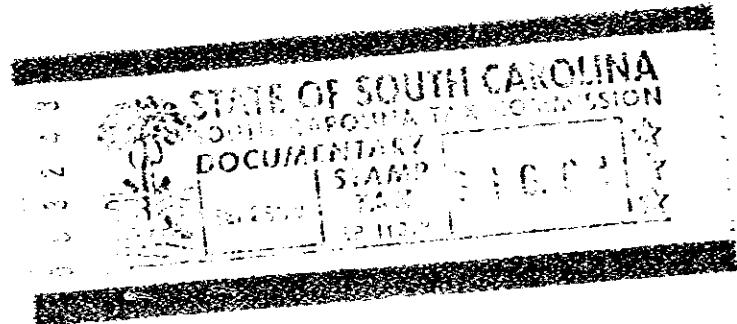
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 Greenville, State of South Carolina:

ALL that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, near the town of Mauldin, and being designated as Lot 86 on Revised Plats Nos. 1 and 2 of Verdin Estates Subdivision, said plats being prepared by C. O. Riddle and dated January 11, 1979, and recorded in the R. M. C. Office for Greenville County in Plat Book 6-H, at Page 47, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Baldwin Circle at the joint front corner of Lots Nos. 86 and 87 and running thence S. 19-07 E. 140.4 feet to a point; thence N. 76-39 E. 105.9-feet to a point; thence N. 2-46 E. 150-feet to a point; thence S. 81-38 W. 63-feet to a point; thence S. 70-57 W. 99.4-feet to the point of the beginning.

This being the same property conveyed to the mortgagors by deed of Marcell F. Wagner and Ann H. Martin, recorded in the R. M. C. Office for Greenville County, herewith. Also this being the same property conveyed to Marcelle F. Wagner and Ann H. Martin by deed of Juster Enterprises, Inc. as recorded in the R. M. C. Office for Greenville County in Deed Book 1097, at Page 290 on February 22, 1979.

This conveyance is subject to all restrictive covenants, rights-of-way and easements, if any, of record, as shown on recorded plats and as may be determined from an inspection of the premises.



which has the address of Baldwin Circle, Verdin Estates Mauldin, South Carolina (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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