

FILED

Mortgagee's mailing address 301 College Street, Greenville, S. C. 29601

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MORTGAGE

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THIS MORTGAGE is made this 10th day of October, 1979, between the Mortgagor, Heritage Homes, Inc., (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

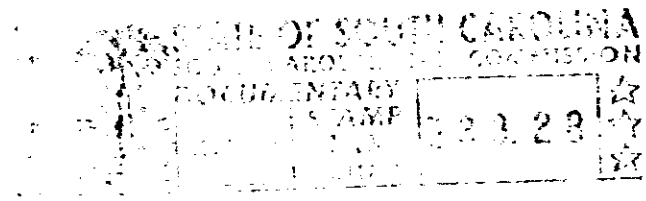
WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Three Thousand Two Hundred and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 1979, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010.

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 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. 10 of a subdivision known as Stratton Place, according to a Plat thereof prepared by Piedmont Engineers, Architects, Planners, dated July 10, 1972, and recorded in the R.M.C. Office for Greenville County in Plat Book 4-R, at Pages 36 and 37 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Coventry Road, joint front corner of Lots Nos. 10 and 11 and running thence with the southwestern side of said road, S. 58-30 E. 119.3 feet to an iron pin at the joint front corner of Lots Nos. 9 and 10; running thence with the joint line of said lots, S. 33-43 W. 175.0 feet to an iron pin, at the joint rear corner of Lots Nos. 9 and 10; running thence with the rear line of Lot No. 10, N. 56-08 W. 120.0 feet to an iron pin at the joint rear corner of Lots Nos. 10 and 11; running thence with the joint line of said lots, N. 33-59 E. 169.9 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Blanche Eugenia Hudson recorded in the R.M.C. Office for Greenville County on April 20, 1978 in Deed Book 1077, at Page 467.



which has the address of Whittington Drive, Greenville, 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 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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