

MORTGAGE

BOOK 1500 PAGE 898

26 PM '80

THIS MORTGAGE is made this 30th day of July, 1980, between the Mortgagor, WILTON R. COTHRAN and LOUISE K. COTHRAN (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 Ten Thousand and 00/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 30, 1980 (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, 1990

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Dunklin Township, containing 1.23 acres, more or less, and having the following metes and bounds to wit: BEGINNING at a nail in center of Cooley Bridge Road (S.C. Hwy. 247) and running thence N 82-45 W 209.3 feet to an iron pin; thence N 9-20 E 308 feet to an iron pin; thence running S 61-44 E 196.6 feet to spike in center of said Cooley Bridge Road (S.C. Hwy. 247); thence along center of said road S 3-41 W 237.8 feet to spike in center of the said Cooley Bridge Road (S.C. Hwy. 247), the point of beginning, reference is hereby made to plat made by C. O. Riddle, Reg. L.S., dated February, 1976, and being the same parcel of land conveyed unto Wilton R. Cothran and Louise K. Cothran by deed of Vester Cothran, dated the 11th day of March, 1976, of record in the Office of the RMC for Greenville County, South Carolina, in Deed Book 1033, at Page 73.

IT IS understood and agreed that the lien of this mortgage shall have equal dignity and priority with a mortgage given by the mortgagor in favor of the mortgagee dated 6/11/76 and recorded in Mortgage Book 1370 at Page 604 and which secures a note of even date in the amount of 32,800.00. Both mortgages shall constitute a first lien.

FURTHER, that any default in the terms, conditions or covenants of either mortgage or notes thereby secured shall be a default in both and that payments of installments shall be credited toward the indebtedness of all notes.

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which has the address of Route 2 Pelzer, South Carolina 29669 (herein "Property Address");
[Street] [City]
[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 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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