

FILED
GREENVILLE CO. S. C.

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MORTGAGE

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 27th day of February 1981, between the Mortgagor, MICHAEL E. HEDDERLY (herein "Borrower"), and the Mortgagee, UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF FOUNTAIN INN, a corporation organized and existing under the laws of the United States of America, whose address is 201 Trade Street, Fountain Inn, S. C. 29644 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY FOUR THOUSAND NINE HUNDRED TWENTY NINE AND 74/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 11, 1981 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

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, in the town of Simpsonville, on the Northern edge of Tollgate Court, being shown and designated as Lot No. 36 on a plat entitled "The Cedars", dated November 21, 1974, and recorded November 22, 1974, in Greenville County Plat Book 4-X at Page 93, and being further described according to said plat by the following metes and bounds to-wit:

BEGINNING at a point on the northern edge of Tollgate Court, at the joint front corner with Lot 35, and running thence with the joint line of said lots, N. 23-38 W. 146.3 feet to a point at the joint rear corner with property now or formerly belonging to Community Properties, Inc., thence with the line of said property, N. 76-40 E. 77.9 feet to a point on the western edge of Tollgate Road; thence with the western edge of Tollgate Road S. 23-50 W. 18 feet; thence with the northwestern intersection of Tollgate Road with Tollgate Court, S. 18-30 W. 24.3 feet to the northern edge of Tollgate Court; thence with the northern edge of Tollgate Court, S. 71-21 W. 79.6 feet to the point of beginning.

THIS is the same property conveyed to the mortgagor herein by deed of Stephen V. Merchant and Debbie D. Merchant, dated October 21, 1980 and recorded October 22, 1980 in the RMC Office for Greenville County in Deed Book 1135 at page 929.

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which has the address of 102 Tollgate Court, Greenville, South Carolina 29681 (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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