

FILED
S. C.
JAN 11 10 48 PM '82

MORTGAGE

1561 122

THIS MORTGAGE is made this 5th day of January 1982 between the Mortgagor, David L. Herndon and Betty K. Herndon (herein "Borrower"), and the Mortgagee, Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 E. Washington Street, Greenville, S. C. 29601 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 5, 1982 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2012

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 the buildings and improvements thereon, lying and being on the southwesterly side of Continental Drive, near the City of Greenville, South Carolina being known and designated as Lot No. 86 on plat entitled "Final Plat Revised Map #1 Foxcroft, Section II," as recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4N, pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Continental Drive, said pin being the joint front corner of Lots 85 and 86 and running thence with the common line of said Lots S. 13-56 W. 165 feet to an iron pin, the joint rear corner of Lots 85 and 86; thence S. 75-38 E. 121.7 feet to an iron pin, the joint rear corner of Lots 86 and 87; thence with the common line of said Lots N. 16-48 E. 164.8 feet to an iron pin on the southwesterly side of Continental Drive; thence with the southwesterly side of Continental Drive, N. 74-38 W. 45.3 feet to an iron pin; thence continuing with said Drive N. 76-04 W. 84.7 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by Deed of Merrill Lynch Relocation Management, Inc., which Deed was dated December 15, 1981, and is to be recorded herewith in the RMC Office for Greenville County, S. C.

Mortgagee's address: P. O. Box 10148, Greenville, S. C. 29603

which has the address of 322 Continental Drive Greenville S. C. 29615 (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.

CCRD 4 JA 6 82 031

4.0000

RE 210

4328 RV-2