

MORTGAGE

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FILED GREFNV

THIS MORTGAGE made this 29th day of July 1983 between the Mortgagor, Rudolf H. Kahl and Gayle M. Kahl (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 Thirty-Nine Thousand Five Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 29, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2003

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 the State of South Carolina, County of Greenville, being known and designated as Lot No.7 on a plat of The Cedars, recorded in the RMC Office for Greenville County in Plat Book 4-X, Page 93, and also as shown on a more recent survey entitled "Property of Rudolf H. Kahl and Gayle M. Kahl," prepared by R.B. Bruce, RLS, dated October 25, 1982, and recorded in the RMC Office for Greenville County in Plat Book 9-G at Page 95, and having, according to the more recent survey, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Tollgate Road, joint front corner of Lots 6 and 7 and running thence along the common line of said lots, N 74-51 E 155.0 feet to an old iron pin; thence turning and running along Poinsettia Subdivision, S 15-09 E 85.0 feet to an iron pin; thence turning and running along the common line of Lots 7 and 8, S 74-51 W 155.0 feet to an iron pin on the eastern side of Tollgate Road; thence turning and running along said Tollgate Road, N 15-09 W 85.0 feet to an iron pin, the point of beginning.

Being the same property conveyed to the mortgagors herein by deed of Werber Co. Inc. recorded November 1, 1982, in Deed Book 1176, Page 431.

which has the address of 209 Tollgate Road, Simpsonville, S. C. 29681

(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 interest in the 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 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 and all claims, liens, mortgages, or interests listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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