FILED GREENVILLE CC. S. C.

## APR 19 4 50 PK '84 MORTGAGE

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R.M.C.
THIS MORTGAGE is made this APRIL day of 1984 , between the Mortgagor, VINCENT W. HERRAN and MICHELLE W. HERRAN \_\_\_\_\_ , (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, 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 ONE HUNDRED THIRTY-THREE THOUSAND, NINE HUNDRED FIFTY & 00/100 (\$133,950.00) --- I)ollars, which indebtedness is evidenced by Borrower's note dated APRIL 19, 1984, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2014 ;

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 \_\_\_\_\_\_, State of South Carolina.

ALL that certain piece, parcel, or lot of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot 6, on Plat of Terra Oaks, prepared by Carolina Surveying Co., recorded in the RMC Office for Greenville County, S. C. in Plat Book "7-X", at Page 33, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots Nos. 6 and 7, on Terra Lane, and running with said Lane, S. 42-07 W., 109.0 feet to an iron pin; thence S. 28-35 W., 65.7 feet to an iron pin; thence S. 35-04 W., 58.3 feet to an iron pin at the joint front corner of Lots Nos. 5 and 6; thence with the common lot line, N. 34-16 W., 244.9 feet to an iron pin; thence N. 48-56 E, 280.0 feet to an iron pin; thence S. 17-57 E., 210.3 feet to the BEGINNING CORNER.

This is the identical property heretofore conveyed to the Mortgagors herein, Vincent W. Herran and Michelle W. Herran, by Terra Oaks, Inc., Deed dated July 22, 1983, and recorded in the RMC Office for Greenville County, S. C., in Deed Volume 1194 at Page 561, on August 17, 1983, at 11:44 a.m.

8 TERRA LANE which has the address of  $\perp$ 

GREENVILLE

SOUTH CAROLINA 29615 \_(herein "Property Address"); (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, ents, 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.

SOUTH CAROLINA -- 1 to 4 Family-6'75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para, 24)