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## **MORTGAGE**

THIS MORTGAGE is made this 19th day of February 19.74 between the Mortgagor, Wayne C. Hanes and Dolores K. Hanes

and the Mortgagee, Home Building and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 208 East First Avenue, Easley, South Carolina (herein "Lender").

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, and being known and designated as Lot 194 on a plat of Section No. Four, Poinsettia, prepared by Piedmont Engineers & Architects, dated June 18, 1971, and being more particularly described according to said plat as follows: BEGINNING at an iron pin on the edge of Gatewood Avenue at the joint front corner of Lots 193 and 194, and running thence along the line of Lot 193, North 51-30 West 170.3 feet to an iron pin in the rear line of Lot 184; thence running along the rear line of Lot 184, South 34-20 West 121 feet to an iron pin at the joint rear corner of Lots 184 and 183; thence running along the rear line of Lot 183, South 40-28 West 26.9 feet to an iron pin; thence running along the line of Lot 195, South 51-35 East 164 feet to a point on the edge of Gatewood Avenue; thence running along the edge of Gatewood Avenue North 38-43 East 120 feet to the point of BEGINNING."

This being the identical property conveyed to Wayne C. Hanes and Dolores K. Hanes by Poinsett Realty Company by deed dated February 19, 1974, recorded in Book of Deeds , at page , in the office of the Register of Mesne Conveyance for Greenville County, South Carolina.

















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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Inferest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.