

FILED
GREENVILLE CO. S. C.
MAR 31 4 39 PM '78
DONNIE S. TANKERSLEY
R.H.C.

MORTGAGE

THIS MORTGAGE is made this Thirty-first day of March, 1978, between the Mortgagor, James R. and Yeda B. Hergner, (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina (herein "Lender").

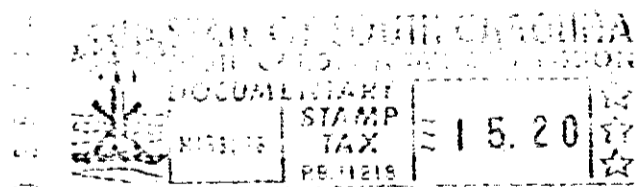
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-eight Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated March 31, 1978, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2008

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 lot of land in Greenville County, State of South Carolina, on the Southern side of Glerway Drive near the City of Greenville, being shown as Lot No. 155 on plat of Merrifield Park, Section I, recorded in Plat Book 000 at page 177 in the RMC Office for Greenville County, and according to said plat, having such metes and bounds as shown thereon.

This lot is conveyed subject to restrictions recorded in Deed Book 836 at page 25 and also conveyed subject to a drainage easement as shown on the recorded plat and to all other easements of record which affect said property.

DERIVATION: This is the same property conveyed to James R. Hargner by W.N. Leslie, INC. on July 10, 1970 as shown in Deed Book 893 at page 625 in the RMC Office for Greenville County.



which has the address of 6 Glerway Drive Greenville, (City); South Carolina, (State and Zip Code) (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 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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