

GREENVILLE CO. S.C.
JAN 19 33 AM '79
COUNTY CLERK'S OFFICE

Mortgagee's address 514 S. Main St.
Simpsonville, SC 29681

MORTGAGE

BOOK 1400 PAGE 031

THIS MORTGAGE is made this 31st day of January, 1979, between the Mortgagor, JAMES C. CHANDLER, JR. AND JUDY P. CHANDLER (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 TWENTY-SIX THOUSAND AND NO/100-- (\$26,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 31, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1999.

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, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as lot No. 16 in the subdivision known as Forest Park, north of the Town of Simpsonville, plat of said subdivision being recorded in Plat Book EE, pages 64 and 65 in the Greenville County R.M. C. office, and being more fully described as follows:

BEGINNING at an iron pin on the south side of Gresham Park Drive, corner of lot #15, and running thence along lot 15, S. 34-55 E. 121.4 ft. to iron pin; thence N. 60-00 E. 242 ft. to iron pin in or near branch; thence up center of brance as the line and by a traverse line N. 68-37 W. 175.2 ft. to iron pin on Gresham Park Drive; thence along said Drive S. 53-33 W. 43.4 ft. to iron pin; thence still along said Drive S. 53-33 W. 100 ft. to the beginning corner, and being one of four lots conveyed to Alton Chandler by R.C. Coley by deed recorded in Vol 544, page 60 in the Greenville County R.M. C. Office.

This being the same property conveyed to the Mortgagors herein by deed of Carrol Chandler and Polly G. Chandler, of even date to be recorded herewith.

SOUTH CAROLINA
DOCUMENTARY
STAMP
TAX
10.40

which has the address of 304 Forest Park Drive Simpsonville, S.C. 29681 (Street) (City) (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 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.

4328 (RV-2)