

P.O. BOX 638, Simpsonville, S. C. 29681

AUG 11 1 20 PM '80

# MORTGAGE

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THIS MORTGAGE is made this 7th day of AUGUST, 1980, between the Mortgagor, JIMMY H. ELLIOTT AND SHELBY J. ELLIOTT (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-THREE THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated AUGUST 7, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on AUGUST 1, 2006

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, and the improvements thereon, situate, lying and being in the Town of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 34 on a plat of Pine Tree recorded in Plat Book 5-D at Page 63, R.M.C. Office, Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Pine Bark Court at the joint front corner of Lots No.s 33 and 34 and running thence S. 0-22 E. 150.0 feet to a point; thence running N. 89-38 E. 105.0 feet to a point; thence running N. 0-22 W. 150.0 feet to a point; thence running with Pine Bark Court S. 89-38 W. 105.0 feet to the point of beginning.

Derivation: Deed Book 1130, Page 690 - Thomas B. Darling and F. Dianne Darling 8/7/80

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which has the address of 206 Pinebark Court Simpsonville, S. C. 29681 (herein "Property Address");  
[Street] [City]  
[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, 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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