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GREENVILLE CO. S. C.

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# MORTGAGE

THIS MORTGAGE is made this 18th day of August 1980, between the Mortgagor, David C. Kraus and Louise K. Kraus (herein "Borrower"), and the Mortgagee, South Carolina Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

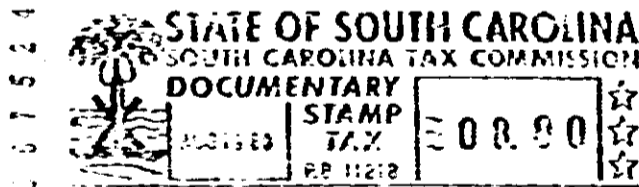
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-two Thousand and No/100 (\$22,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2010

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 located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 98 of Heritage Hills, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book YY, Page 187, and having, according to a more recent plat entitled "Property of David C. Kraus and Louise K. Kraus" by Freeland & Associates, dated August 8, 1980, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the joint front corner of Lots 98 and 99, and running thence with the line of Lot 99, N. 18-33 W. 167.1 feet to an iron pin; thence N. 73-43 E. 105.9 feet to an iron pin at the joint rear corner of Lots 97 and 98; thence with the line of Lot 97, S. 17-39 E. 157.8 feet to an iron pin on the northern edge of Mimosa Street; thence with Mimosa Street, the following courses and distances: S. 72-39 W. 40.3 feet to an iron pin; S. 65-33 W. 64.8 feet, the point of beginning.

Being the same property conveyed to Mortgagors herein by deed of David W. Griffiths and Peggy K. Griffiths, dated August 19, 1980 and recorded in the R.M.C. Office for Greenville County in Deed Book 1131, at Page 459



which has the address of 311 Mimosa Drive Greenville South Carolina (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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