

MORTGAGE

THIS MORTGAGE is made this 29th day of July, 1982, between the Mortgagor, L.S. Heaton (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Thousand and NO/100 (\$80,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 29, 1982 (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, 2007.

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 situate in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 58, Section 6, Devenger Place, on plat entitled "Property of L.S. Heaton" as recorded in Plat Book 91F at Page 6, in the RMC Office for Greenville County, S.C. and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hedgewood Terrace at the intersection of Hedgewood Court and Hedgewood Terrace, running thence S. 28-59 E. 34.6 feet to an iron pin; thence running along Hedgewood Court, S. 17-16 W. 150.0 feet to an iron pin; thence N. 66-04 W. 123.7 feet to an iron pin; thence N. 25-34 E. 158.8 feet to an iron pin; thence S. 74-40 E. 75.0 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagor herein by deed of B. Jack Broxson and Dorothy J. Broxson as recorded in Deed Book 1170 at Page 918, in the RMC Office for Greenville County, S.C., on July 29, 1982.

RECORDED IN THE PUBLIC RECORDS OF GREENVILLE COUNTY, SOUTH CAROLINA
 JUL 29 1982
 3200

201: 1576 PAGE 448
 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA

which has the address of 100 Hedgewood Court, Greer, S.C. 29651 (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 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.

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