

GREENVILLE CO. S. C.
JAN 23 1 16 PM '79
JENNIE E. TANKERSLEY
S. H. C.

MORTGAGE

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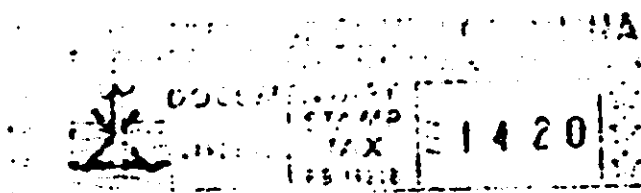
THIS MORTGAGE is made this 25th day of January 1979... between the Mortgagor, Russell J. Wallen and Rita T. Wallen (herein "Borrower"), and the Mortgagee, HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of the United States of America whose address is 201 West Main Street, Laurens, S.C. 29360 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Five Thousand Five Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated January 25, 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, 2002

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: on the northern side of Fernwood Road, in the City of Simpsonville, being shown and designated as Lot 34 on a plat entitled "Section No. 1 - Poinsettia", dated June 23, 1965, but Piedmont Engineers & Architects, and recorded in Greenville County Plat Book BBB at Page 103, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on the northern edge of Fernwood Road, at the joint front corner with Lot 33, and running thence with the joint line with said lot, N. 10-54 W. 159.8 feet to a point at the joint line with Lots 28 and 27; thence with the joint line with Lots 28 and 27, N. 77-40 E. 101.1 feet to a point at the joint rear corner with Lot 35; thence with the joint line with Lot 35, S. 10-32 E. 162.4 feet to a point on the northern edge of Fernwood Road; thence with the northern edge of Fernwood Road, S. 79-02 W. 100 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Builders and Developers, Inc., dated September 24, 1976 and recorded September 27, 1976.



which has the address of 109 Fernwood Drive Simpsonville S.C. 29681 (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.

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