

FILED
GREENVILLE CO. S. C.

MORTGAGE

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THIS MORTGAGE is made this 27th day of March 1979, between the Mortgagor, Joseph P. Heaton and Frances L. Heaton (herein "Borrower"), and the Mortgagee, FIDELITY 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").

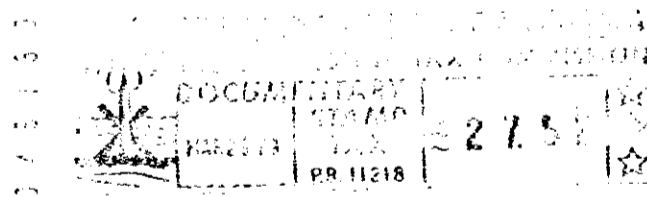
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty eight thousand eight hundred & 00/100 (\$68,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 27, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2008.

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 lot of land in the county of Greenville, State of South Carolina, with all improvements thereof, being known and designated as Lot No. 7 as shown on plat of Terra Court recorded in Plat Book 6H at Page 60 of the RMC Office for Greenville County, South Carolina, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Hudson Road, joint corner of Lots 7 & 8; thence with the joint line of said lots, N.19-30 W., 186.1 feet to an iron pin, corner of Lot No. 6; thence with the line of Lot 6, N. 83-27 E., 213.5 feet to an iron pin on the west side of Terra Court; thence with the west side of said street, S. 6-52 E., 81.3 feet to a point; thence continuing S. 20-12 E., 25 feet to a point; thence continuing S. 23-49 W., 35.85 feet to a point on the northwest side of Hudson Road S. 68-10 W., 74.6 feet to a point; thence continuing S. 67-23 W., 91.5 feet to an iron pin, the point and place of beginning.

This being the same property conveyed to mortgagors by deed of H.J. Martin and Joe O. Charping, Dated March 27, 1979, recorded in the RMC Office for Greenville County, S.C., in Deed Book 1099 at Page 378.



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which has the address of _____ (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 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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