

FILED
GREENVILLE CO. S. C.

MORTGAGE

VOL 1403 PAGE 32

MAY 1 4 18 PM '79
DONNIE S. TANKERSLEY

THIS MORTGAGE is made this 30th day of April 1979 by and between the Mortgagor, Jim Williams, Inc. (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, whose address is 500 East Washington Street; Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-two Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2005.

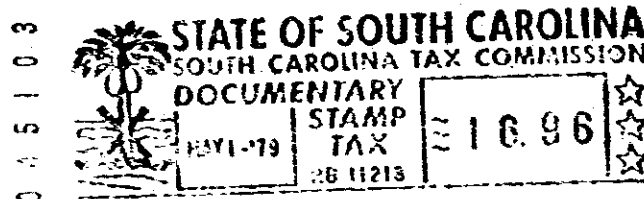
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 42, according to a plat entitled "Heritage Lakes Subdivision" by Heaner Engineering Co., Inc. as revised October 26, 1977, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 6-H, at page 16, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Harness Trail, which iron pin is the joint front corner of Lots 42 and 43, and running N. 52-17-39 E. 96.52 feet to an iron pin; thence N. 7-53-05 W. 150.38 feet to an iron pin; thence S. 78-57-39 W. 148.73 feet to an iron pin; thence S. 26-24-26 E. 170.72 feet to an iron pin, the point of beginning.

This is a part of the property conveyed to Jim Williams, Inc. by deed of Comfortable Mortgages, Inc. recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1094, at page 346, on December 27, 1978.

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which has the address of Lot 42 Heritage Lakes, Greenville, South Carolina (Street) (City) (herein "Property Address"); (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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