

FILED
Mortgagee's Address: C. 514 N. Main St., Simpsonville, S. C. 29681

JUL 10 8 44 AM '79

MORTGAGE

VA 1472 928

OGAN: TAYLOR PERSLEY
R.M.C.

THIS MORTGAGE is made this 9th day of July 1979, between the Mortgagor, Walter L. Gunnells (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 --Eight Thousand Five Hundred and No/100 (\$8,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 9, 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 July 1, 1989

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 State of South Carolina, County of Greenville, being known and designated as Lot No. 27 of a subdivision known as Coachwood Forest, Phase I, as shown on a plat thereof prepared by J. L. Montgomery, III, R.L.S., dated February-March, 1976, and recorded in the RMC Office for Greenville County in Plat Book 5-R, at Page 14, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Coachman Drive, joint front corner of Lots 27 and 278 and running thence with the joint line of said lots S. 48-21 W. 428.67 feet to an iron pin in the line of Lot 24; thence with the line of Lot 24 N. 63-56 W. 141.45 feet to an iron pin, joint rear corner of Lots 26 and 27; thence with the joint line of said lots N. 39-01 E. 526.6 feet to an iron pin in the center of Coachman Drive, joint front corner of Lots 26 and 27; thence with the center of Coachman Drive the following courses and distances, to-wit: S. 45-48 E. 100 feet; S. 35-25 E. 100 feet; S. 25-26 E. 100 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of William F. Finnell and Grace A. Finnell dated April 25, 1977, and recorded on April 27, 1977, in the R.M.C. Office for Greenville County in Deed Book 1055, at Page 409.

IT IS UNDERSTOOD AND AGREED that the line of this mortgage is junior to a mortgage given by the mortgagor in favor of the mortgagee, dated January 14, 1977, recorded in the Office of the Clerk of Court aforesaid by a note dated January 14, 1977, in the amount of \$35,000.00. Further, that any default in the terms, conditions or covenants of either mortgages or notes thereby secured shall be a default in both and that payments of installments shall be credited towards the indebtedness evidenced by all notes.

RECORDED IN THE OFFICE OF THE CLERK OF COURT
SOUTH CAROLINA
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which has the address of Route 5, Coachman 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 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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