

RECORDED  
GREENVILLE CO. S. C.  
AUG 1 4 05 PM '79  
DONNIE S. TANKERSLEY  
R.M.C.

# MORTGAGE

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THIS MORTGAGE is made this 1st day of August 1979, between the Mortgagor, **WILLIAM S. OWINGS and VICKIE L. OWINGS**, (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 **FORTY-TWO THOUSAND, FOUR HUNDRED & 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 **December 1, 2004**.

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 in the County of Greenville, State of South Carolina, known and designated as Lot No. 71 on Plat of Country Estates, Sec. I, recorded in Plat Book 5R at page 71 of the RMC Office for Greenville County, and according to said plat, having the following metes and bounds, to-wit:**

**BEGINNING at a point on the eastern side of Carolina Way, joint corner Lots 71 and 70 and running with the line of Lot No. 70, N. 73-18 E. 369.5 feet to an iron pin; thence N. 4-29 E. 158.1 feet to a point; thence with the line of Lot No. 72, S. 72-58 W. 427.4 feet to a point on the eastern side of Carolina Way; thence with said Carolina Way, S. 16-59 W. 145 feet to the point of beginning, containing 1.34 acres, more or less.**

**DERIVATION:** Carolina Springs Golf and Country Club, Inc., Deed Book 1106, at page 360.

STATE OF SOUTH CAROLINA  
SOUTH CAROLINA TAX COMMISSION  
DOCUMENTARY  
ISSUED  
\$15.98

which has the address of **Carolina Way** **Fountain Inn**, South Carolina (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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