

Box 408, Greenville, SC 29602

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MORTGAGE

THIS MORTGAGE is made this 24th day of August, 1979, between the Mortgagor, James R. Heil and Hazel J. Heil, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of SIXTEEN THOUSAND & NO/100 (\$16,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 24, 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, 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 Greenville County, State of South Carolina in the Town of Simpsonville being known as Lot #21 on plat of PINE TREE as shown by plat thereof recorded in the RMC Office for Greenville County in Plat Book 5D at page 63 and having, according to a recent plat of property of James R. Heil and Hazel J. Heil, prepared by J. L. Montgomery, III dated August 24, 1979, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the northeasterly side of Needles Drive at the joint front corner of Lots 21 and 22 and running thence with the joint line of said lots N. 62-23 E. 140 feet to an old iron pin; thence S. 25-23 E. 71.8 feet to an old iron pin at the joint rear corner of lots 20 and 21; thence with the joint line of said lots S. 43-02 W. 145.6 feet to an old iron pin on the northeasterly side of Needles Drive; thence with the northeasterly side of Needles Drive N. 27-37 W. 120 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. to be recorded herewith.

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which has the address of Needles Drive, Simpsonville, South Carolina,
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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