

MORTGAGE

1485 227

1979

W. S. SLEY

THIS MORTGAGE is made this 22nd day of October 1979 between the Mortgagor, CLOVIS B. FERGUSON AND MILDRED R. FERGUSON (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").

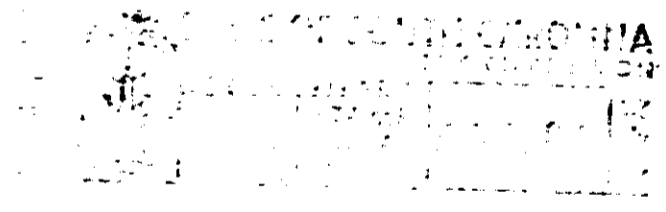
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-thousand and No/100 (\$20,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 22, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 1994

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 on the Northern side of Poinsettia Extension, in the City of Simpsonville, County of Greenville, State of South Carolina, being known and designated as Lot No. 91 as shown on a plat of Section No. Three, Poinsettia, prepared by Piedmont Engineers & Architects, dated July 15, 1967, revised July 28, 1967, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book PPP at page 141, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Northern side of Poinsettia Extension at the joint front corner of Lots Nos. 91 and 92, and running thence with the line of Lot No. 92 N. 19-27 W. 180 feet to an iron pin at the joint corner of Lots Nos. 41 and 42, Section No. 1; thence with the line of Lots Nos. 42 and 13, Section No. 1 S. 70-33 W. 135.3 feet to an iron pin at the joint rear corner of Lots Nos. 90 and 91; thence with the line of Lot No. 90 S. 19-27 E. 180 feet to an iron pin on the Northern side of Poinsettia Extension; thence with the Northern side of Poinsettia Extension N. 70-33 E. 135.3 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Harry David Moore, Jr., et al., dated October 22, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 113 at page 937, on October 22, 1979.



which has the address of 405 Poinsettia Drive, Simpsonville, South Carolina (herein "Property Address"); (Street) (City) (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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