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MORTGAGE

BOOK 1510 PAGE 438

THIS MORTGAGE is made this 8th day of August, 1980, between the Mortgagor, Hubert E. Yarborough, III (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-Seven Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 8, 1980 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on August 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 together with dwelling house and other improvements thereon, situate, lying and being in Cleveland Township, Greenville County, South Carolina, on the Western side of Echo Drive, being known and designated as Lot No. 44 on plat entitled "Property of the Paris Mt.-Caesar's Head Co.", dated October 9, 1924, prepared by R. E. Dalton, Engr., recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book G, Page 122, and being shown on a more recent plat entitled "Property of David A. Gaston", dated September 20, 1945, prepared by Pickell & Pickell, Engrs., recorded in Plat Book MM, Page 160, and having according to said more recent plat the following metes and bounds.

BEGINNING at a stake on the Western side of Echo Drive at the joint front corner of Lots Nos. 44 and 46, said stake being at about the center of common driveway, and running thence with the line of Lot No. 46 in said driveway and beyond N. 60-40 W. 152 feet to a point; thence N. 10-0 E. 81.4 feet to cross in rock, at the joint rear corner of Lots Nos. 42 and 44; thence with the line of Lot No. 42 S. 67-55 E. 150 feet to a stake on the Western side of Echo Drive; thence with the Western side of Echo Drive S. 14-23 W. 100 feet to the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Richard C. Moore to be recorded herewith.

which has the address of Echo Drive, Caesar's Head, South Carolina (City)
S.C. (State and Zip Code)
(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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