

FILED  
GREENVILLE CO. S. C.

**MORTGAGE**  
RENEGOTIABLE RATE  
See Rider Attached

BOOK 1511 PAGE 104

AUG 14 4 09 PM '80

THIS MORTGAGE is made this 14<sup>th</sup> day of August 1980, between the mortgagors, JOHN J. McDERMOTT and WANDA M. McDERMOTT (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").

This mortgage includes a renegotiable rate mortgage rider which is hereby incorporated by reference and made a part hereof.

WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 14, 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, 2000, further providing for renewals at intervals of every 3 years with adjustments to interest rates and monthly payments at each renewal; with final maturity on 8/1/2000 at which time the balance of indebtedness, if not sooner paid, shall come due and payable

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, lot or tract of land situate, lying and being in the State of South Carolina, County of Greenville, being and known as Lot No. 18, on the Southeastern side of Mustang Circle in Austin Township, as shown on a plat of S.I. Ranchettes made by Dalton & Neves, Engineers, dated April 1, 1965, of record in the R.M.C. Office for Greenville County in Plat Book JJJ, Page 31, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Mustang Circle at the joint front corner of Lots 17 and 18, and running thence S. 58-50 E. 399.8-feet to an iron pin; running thence N. 31-20 E. 280-feet to an iron pin on Mustang Circle; running thence along Mustang Circle, the following courses and distances, to-wit: N. 60-20 W. 350-feet to an iron pin; S. 75-30 W. 71.8-feet to an iron pin; S. 31-20 W. 220-feet to the point of beginning.

This being the same property conveyed to the mortgagors by deed of Raymond R. Youngblood as recorded in the R.M.C. Office for Greenville County in Deed Book 1054, at Page 994 on October 20, 1976.

which has the address of Rt. # 1, Box 125-B, Mustang Circle, 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 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.

9104

4328 RV.2