

MORTGAGE

BOOK 1518 PAGE 735

FILED
GREENVILLE CO. S. C.

THIS MORTGAGE is made this 19th day of September 1980, between the Mortgagee, Cornell W. Kilgore, Sr., Robert W. Kilgore (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 Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated 9-19-80 (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, 2000.

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 tract of land, lying and being in Fairview Township, Greenville County, State of South Carolina, lying on the southeast side of the Neeley Ferry Road, being a portion of Tract No. 5 as shown on a plat of the T. M. Goldsmith Estate, said plat being recorded in Plat Book EE at Page 127 in the Greenville County RMC Office, and having according to a more recent plat made by C. O. Riddle, Surveyor, the following metes and bounds, to-wit:

BEGINNING at a point in the center of the Neeley Ferry Road, joint corner with lands of E. L. Martin Estate, iron pin on bank 35 feet from above point, and running thence along Martin Line S. 88-45 E. 468.2 feet from the center of road to an iron pin; thence N. 4-49 W. 385.8 feet to an iron pin; thence along the edge and into the center of a road leading to dwelling on Walt Goldsmith place, S. 85-27 W. 538.7 feet to a point in the center of the Neeley Ferry Road, iron pin back on line 24.5 feet; thence along the center of Neeley Ferry Road, S. 17-00 E. 346.6 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of F & M Development Enterprises, Inc. dated Sept. 19, 1980, and to be recorded of even date herewith.

STATE OF SOUTH CAROLINA
DOCUMENTARY STAMP
\$ 207.00

which has the address of Route 3, Neeley Ferry Road, 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.

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