

FILED  
GREENVILLE CO. S. C.

OCT 7 1 14 PM '80

DONNIE S. TANKERSLEY

**MORTGAGE**

RENEGOTIABLE RATE  
See Rider Attached

4th day of October

THIS MORTGAGE is made this 4th day of October 1980, between the Mortgagor, FLOYD A. ANDERSON AND MARTHA L. ANDERSON (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.

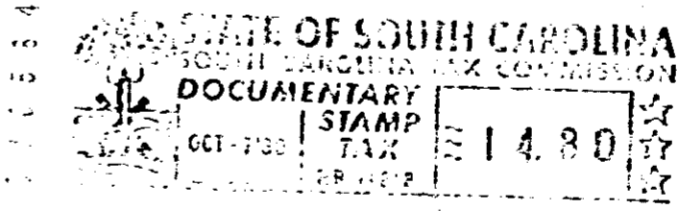
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-SEVEN THOUSAND AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 4, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 2010, 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 11-1-2010 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 or lot of land situate, lying and being in the City of Simpsonville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 159 on a plat of Brentwood, Section IV, recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5-D at Page 43, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point on Brentwood Way at the joint front corner of Lots Nos. 159 and 160 and running thence with said line N. 32-05 W. 154.0 feet to a point; thence running N. 71-00 E. 206.68 feet to a point; thence continuing N. 41-56 E. 29.8 feet to a point; thence running S. 8-04 E. 22.85 feet to a point; thence continuing S. 71-44 E. 234.7 feet to a point; thence running with Brentwood Way S. 20-47 W. 5.0 feet to a point; thence continuing S. 53-54 W. 85.72 feet to the point of beginning.

Derivation: Deed Book 1134, Page 837 - James Leary Builders, Inc. 10/3/80



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which has the address of 810 Brentwood Way Simpsonville (Street) (City) S. C. 29681 (herein "Property Address"); (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 seised 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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