

FILED
S.C.
3 55 PM '80

1323-1770

MORTGAGE

THIS MORTGAGE is made this 12th day of November, 1980, between the Mortgagor, A. Hayden Hays and Brenda H. Hays

, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of South Carolina, whose address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty Four Thousand and No/100 (\$84,000.00) dollars, which indebtedness is evidenced by Borrower's note dated November 12, 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 January 1, 1984

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 situate, lying and being in the County of Greenville, State of South Carolina and being known and designated as Lot #9 of Rocky Creek Acres, Section 2 according to a plat prepared of said subdivision by Freeland and Associates June 21, 1979 and which said plat is recorded in the R.M.C. Office for Greenville County in Plat Book 7C at Page 37 and having the following metes and bounds as shown thereon to-wit:

BEGINNING at a point on the northern side of Rocky Creek Lane the joint front corner of Lots 9 and 10 and running thence with Rocky Creek Lane North 88-46 West 275 feet to the joint front corner of Lots 8 and 9; thence turning and running with the common line of said lots North 3-31 East 403.2 feet to a point the joint rear corner of said lots; thence turning and running South 76-10 East 295 feet to a point the joint rear corner of Lots 9 and 10, thence with the common line of said lots South 6-08 West 339.7 feet to the point of beginning.

This is the same property conveyed to the Mortgagors herein by deed of Linda Loveitt Young as Trustee. Said deed being recorded in the R.M.C. Office for Greenville County in Deed Book 1122 at Page 383. Rec: March 19, 1980.

which has the address of Route Number Rocky Creek Lane (City)
(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.

SCTO --- 1 NC2680 234 5.0001

5770

4328 RV-2