

S.C. MORTGAGE

1528-911

PH '80

THIS MORTGAGE is made this 31 day of December 1980, between the Mortgagor, D. F. Imhof and Margaret J. Imhof (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 and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated December 31, 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 December 1, 1990;

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: shown on plat of property of D. F. Imhof and Margaret J. Imhof prepared by J. L. Montgomery, III, RLS, in March, 1977, which plat is recorded in the RMC Office for Greenville County in Plat Book 6T, Page 80 and which plat shows the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of S.C. 23-543 (which pin is .2 of a mile more or less from the intersection of said road with S.C. 23-154) and running thence along the edge of said road S. 3-52 W., 165.0 feet to an iron pin; thence turning and running N. 80-25 W., 568.76 feet to an iron pin; thence turning and running N. 29-20 E., 174.0 feet to an iron pin; thence S. 80-30 E., 493.3 feet to the point of beginning.

This is the identical property conveyed to mortgagor by deed of Sam L. Gault and Paul E. Gault as recorded in the RMC Office for Greenville County in Deed Book 1088, Page 649 recorded 9/26/78.

It is understood and agreed that the lien of this mortgage shall have equal dignity and priority with a mortgage given by the mortgagors in favor of the mortgagee, dated 3/30/79 recorded in Mortgage Book 1461, Page 473 and is secured by a note of even date in the amount of \$12,000.00. Both mortgages shall constitute a first lien.

Further that any default in the terms, conditions or covenants of either mortgage or note thereby secured shall be a default in both and that payments of installments shall be credited towards the indebtedness by all notes.

which has the address of Route # 1, Green Pond Road Fountain Inn South Carolina 29644 (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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