

514 N. Main, Box 638
Simpsonville, SC 29681

FILED
GREENVILLE CO S.C.

MORTGAGE

BOOK 1599 PAGE 539

MAR 29 11 34 AM '83

THIS MORTGAGE is made this 28th day of March 1983, between DONNIE MONTGOMERY, III, R.M.C. (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").

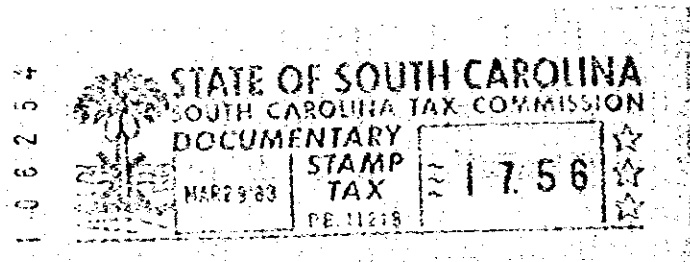
WHEREAS Borrower is indebted to Lender in the principal sum of FORTY-THREE THOUSAND NINE HUNDRED & NO/100 (\$43,900.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 28, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 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 lot of land lying and being in Greenville County, State of South Carolina, located in the Town of Simpsonville, being known as Lot No. 11 and a portion of Lot 10 of Subdivision entitled "Addition to West Georgia Heights" on plat recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 8P at Page 32 and having, according to a recent plat of Revision of Lot 11 in West Georgia Heights, prepared by J. L. Montgomery, III, R.L.S., dated March 8, 1983 the following metes and bounds, to-wit:

BEGINNING at an iron pin found on the easterly side of Cherokee Drive at the joint front corner of Lots 11 and 12 and running thence with the joint line of said lots N. 89-40 E. 200.0 feet to an iron pin found; thence N. 5-50 W. 52.24 feet to an iron pin found; thence N. 23-49 W. 74.96 feet to an iron pin found; thence S. 77-25 W. 168.49 feet to an iron pin placed on the easterly side of Cherokee Drive; thence with the easterly side of Cherokee Drive due South 85.0 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. of even date, to be recorded herewith.



which has the address of 206 Cherokee Drive, 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 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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