

FILED  
GREENVILLE S.C.

JUL 13 11 38 AM '83

MORTGAGE

THIS MORTGAGE is made this 12th day of July, 1983, between the Mortgagor, Hoyt W. Hearn and Agatha Lee Hearn, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of eight thousand eighty and 98/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 12, 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 July 30 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.

All that piece, parcel or lot of land situate lying and being in the State of South Carolina, County of Greenville, known and designated as Lot No. 13 and the Northerly one-half of Lot No. 15 of Block B. as shown on a plat of Pinehurst, recorded in the RMC Office for Greenville County in Plat Book S. Page 77, reference to which is craved for a metes and bounds description thereof.

Said lot fronts on the Westerly side of Pinehurst Drive 90 feet, has a depth of 143.3 feet on the Northerly side and a depth of 142.05 feet on the Southerly side, and is 90 feet across the rear.

This is the same property conveyed to the mortgagors by deed of Robert Epps and Carol Epps, dated March 20, 1971, Recorded March 22, 1971 in the RMC Office for Greenville County in Deed Book 911 at Page 179.

This is a second mortgage and is junior in lien to that mortgage given by Daniel A. and Patricia Warnicke to Aiken Loan and Security Company in the amount of \$14,200.00 Recorded in the RMC Office for Greenville County in Mortgage Book 958 at Page 17.

RECORDED IN THE RMC OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA  
ON JUL 13 1983  
BY [unclear]

which has the address of 10 Pinehurst Dr. Taylors,  
(City)  
South Carolina 29687 (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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