

FILED
GREENVILLE
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1021-1000

MORTGAGE

THIS MORTGAGE is made this 12th day of August, 1983, between the Mortgagor, M. ALAN HARDEE and AUDREY M. HARDEE, (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 Twelve thousand seven hundred nine dollars and 12/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 12, 1983, (herein "Note"), providing for monthly instalments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 30, 1993.

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 on the northern side of Trent Drive, Greenville County, South Carolina, being shown and designated as Lot 171 on plat of AVON PARK recorded in the RMC Office for Greenville County in Plat Book KK at Page 71 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Trent Drive at the joint front corner of Lots 170 and 171 and running thence with the joint line of said lots N. 16-51 E. 220 feet to an iron pin; running thence N. 59-09 W. 40 feet to an iron pin; thence continuing along the rear line of Lot 171, N. 80-59 W. 20 feet to an iron pin at the joint rear corner of Lots 171 and 172; thence with the joint line of said lots S. 18-10 W. 230 feet to an iron pin on the northern side of Trent Drive; thence with said Trent Drive S. 67-30 E. 96.6 feet to an iron pin; thence S. 73-09 E. 5 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Betty W. Wilson (formerly Betty W. Smith) recorded May 1, 1978, in the RMC Office for Greenville County, S.C., in Deed Book 1078 at Page 197.

which has the address of 109 Trent Drive Taylors, South Carolina 29687 (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.

SOUTH CAROLINA — INSTRUMENT RECORDING ACT

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