

GREENVILLE, S. C.
FILED
FEB 11 1 18 PM '84
SOUTH CAROLINA

P. O. Box 408
Greenville SC 29602

1627 913

MORTGAGE

THIS MORTGAGE is made this 24th day of January, 1984, between the Mortgagor, Charles Lewis Hayes and Bobbie F. Hayes, (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 Sixteen thousand six dollars and forty four cents (16,006.44) Dollars, which indebtedness is evidenced by Borrower's note dated 01-24-84, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 01-30-94

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 situate, lying and being in the Austin Township, Greenville County, State of South Carolina, containing 34.75 acres, more or less, on the branch waters of the Reedy River, and having the following metes and bounds, to-wit:

BEGINNING at a point in said branch on Dr. A. White's line, and running thence N. 71-00 W. 33.30 chains with said line; thence S. 39-30 W. 18.80 chains to a point; thence S. 85-00 E. 23.97 chains to the bank of said branch; thence up the meanders of said branch with the line now or formerly of John Baldwin to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Etrulia C. Flinkingshelt, and recorded in the RMC Office for Greenville County, on 03-06-73, in Deed Book 969, at page 197.

STATE OF SOUTH CAROLINA
DOCUMENTARY TAX
STAMP
TAX
06.44

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which has the address of Rt 3 Box 550-B Baldwin Road Simpsonville, (Street) (City) SC 29681 (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.

0.943

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