

MORTGAGE

FILED
GREENVILLE, S.C.
106

THIS MORTGAGE is made this 27th day of April 1984, between the Mortgagor, A & A Builders, Inc., of Simpsonville (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"). THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-nine Thousand and No/100 (\$49,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 27, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 1999

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 with improvements thereon, situate, lying and being near the Town of Simpsonville, County of Greenville, State of South Carolina and being shown and designated as Lot 89 of Wemberly Way Subdivision on a plat prepared by Campbell and Clarkson Surveyors, Inc. dated June 17, 1984 and recorded in Plat Book 7C at Page 39, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the Eastern edge of Wemberly Drive, joint front corner with Lot #90; running thence N. 87-30 E., 83.15 feet to an iron pin; thence turning and running along joint line with Lot #88, N. 12-27 E., 150 feet to an iron pin in the Southern edge of Windsor Street; thence along said street N. 77-33 W., 104.1 feet to an iron pin at the intersection of Windsor Street and Wemberly Drive; thence along said Drive S. 42-27 W., 26 feet to an iron pin; thence continuing along said drive, S. 3-10 W., 89 feet to an iron pin; thence continuing along said drive S. 7-50 E., 64.91 feet to an iron pin, the point of beginning.

This being the same property conveyed to the mortgagor herein by deed of Tri-Co Investments, Inc. dated April 3, 1981 and recorded in the R.M.C Office for Greenville County in Deed Book 1145 at Page 843 in April 7, 1981.

FACTO
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STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY
APR 27 84
STAMP
TAX
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FB 11218

which has the address of 109 Windsor Drive, Simpsonville, South Carolina 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 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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