

MORTGAGE

VOL 1669 PAGE 862

July 23 10:16 AM '84
THIS MORTGAGE is made this 22ND day of June 1984, between the Mortgagor, DENNIS E. CUNNINGHAM & NORA A. CUNNINGHAM (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.

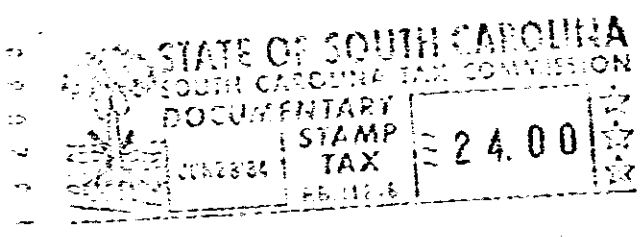
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty Thousand & No/100 (\$60,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated June 22, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2014;

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 in the Town of Simpsonville, County of Greenville, State of South Carolina, on the northerly side of Poinsettia Drive, being shown and designated as Lot 123 on plat of Section III, of a Subdivision known as Poinsettia, recorded in the R. M. C. Office for Greenville County, South Carolina in Plat Book PPP at Page 141 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Poinsettia Drive, joint front corner of Lots 122 and 123 and running thence with the joint line of said lots N. 39-25 E., 177.3 feet to an iron pin; running thence N. 58-10 W., 131.16 feet to an iron pin; running thence with the joint line of Lots 123 and 124, S. 39-25 W., 160 feet to an iron pin on the northerly side of Poinsettia Drive; running thence with the northerly side of said Drive S. 50-35 E., 130 feet to the point of beginning.

This being the same property conveyed to the mortgagors herein by deed of Artistic Builders, Inc. dated October 22, 1969 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 878 at Page 111 on October 22, 1969.



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which has the address of 507 Poinsettia 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 of 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.

