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ASLEY

# MORTGAGE

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THIS MORTGAGE is made this 10th day of October 1984, between the Mortgagor, Franklin E. Garrett and Lynne W. Garrett (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").

WHEREAS, Borrower is indebted to Lender in the principal sum of Three Thousand and No/100 (\$3,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 10, 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 October 1, 1989.

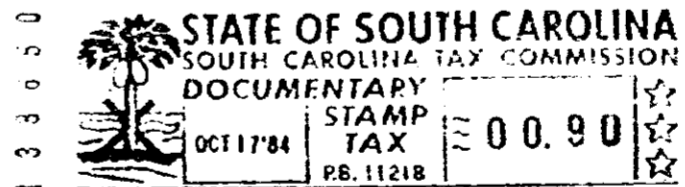
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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, being known and designated as Lot 28 of a Subdivision known as Clark Manor, Sheet 2 as shown on plat thereof prepared by Carolina Surveying Co. dated June 8, 1978, revised September 28, 1979, being recorded in the RMC Office for Greenville County in Plat Book 7C at Page 84, and being more recently described on a plat prepared for Clark Manor by R. B. Bruce, RLS, dated July 15, 1983 and recorded in the RMC Office for Greenville County in Plat Book 10-E at Page 23, and having, according to the latter plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Janet Court, joint front corner, Lot Nos. 28 and 29 and running thence with the western side of Janet Court S. 17-00 E., 100 feet to an iron pin; thence continuing with Janet Court S. 21-45 E., 100 feet to an iron pin; thence continuing with the turn around of Janet Court S. 1-03 E., 53.1 feet to an iron pin; thence continuing with the turn around of Janet Court S. 47-04 E., 41 feet to an iron pin; thence S. 53-23 W., 316 feet, more or less, to a point in the center of Little Durbin Creek; thence with the center of Little Durbin Creek as the property line following the meanders thereof, in a westerly direction to the property now or formerly owned by Blanche Cooper Abbott as more fully appears on said plat; thence with Abbott's line N. 6-01 E., 354.4 feet, more or less, to an iron pin, joint rear corner of Lots No. 28 and 29; thence with the joint line of said lots N. 79-29 E., 360.9 feet to an iron pin on the western side of Janet Court, the point of beginning. Said lot contains 3.67 acres, more or less, according to said plat.

This being the same property conveyed to the Mortgagors herein by deed of Clark Manor, Inc. dated November 22, 1983 and recorded in Deed Book 1201 at Page 103 on November 23, 1983, R.M.C Office for Greenville County.

This mortgage is second and junior in lien to that mortgage between Mortgagors and Mortgagee recorded November 23, 1984 in the original amount of \$45,000.00



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which has the address of Janet Court, Clark Manor Subdivision, 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 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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