

FILED  
GREENVILLE CO. S.C.  
NOV 23 3 38 PM '79

**MORTGAGE**

BOOK 1489 PAGE 778

DONNIE E. LANKERSLEY

THIS MORTGAGE is made this 27th day of NOVEMBER 1979, between the Mortgagor, THOMAS J. FRANCIS AND PHYLLIS M. FRANCIS (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").

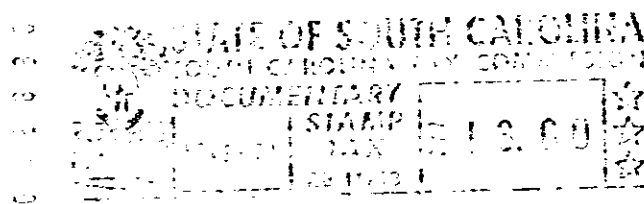
WHEREAS, Borrower is indebted to Lender in the principal sum of THIRTY-FOUR THOUSAND AND 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated NOVEMBER 27, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 1, 2004.

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 tract of land, containing 3 acres, more or less, situate lying and being on the westerly side of Scuffletown Road, being known and designated as Trace C on a plat entitled "Property of Agnes C. Cooper", prepared by Enwright Associates, dated January 10, 1969, and recorded in the RMC Office for Greenville County, South Carolina in Plat Book TTT at page 68-A, on January 24, 1969, and having, according to said plat, the following metes and bounds:

BEGINNING at a railroad spike in the center of Scuffletown Road at the joint front corner of the premises herein described and property now or formerly of Whippoorwill Country Club and running thence with the line of said Whippoorwill Country Club property as follows: S. 76-41 W., 386.2 feet to an iron pin; N. 20-19 W., 350.0 feet to an iron pin and N. 60-00 E., 279.2 feet to a railroad spike in the center of Scuffletown Road; thence with the center of Scuffletown Road, S. 34-00 E., 457.0 feet to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of Agnes C. Cooper, to be recorded of even date herewith.



which has the address of Route 2, Scuffletown Road, Fountain Inn, S.C. 29644 (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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