

FILED
S.C.
APR 23 PM '80
H. C. HERSLEY

MORTGAGE

THIS MORTGAGE is made this 11th day of April, 1980, between the Mortgagor, Ray H. and Eunice M. Draeger, (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 Twenty One Thousand Two Hundred Thirty Seven and Eighty Dollars, which indebtedness is evidenced by Borrower's note dated April 11, 1980, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on May 1, 1992;

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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit D in 222 Henrietta Horizontal Property Regime as is more fully described in Master Deed dated February 15, 1973, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 967 at Page 491 and survey and plot plans recorded in Plat Book 4S at Pages 87, 88, 89 and 90.

This conveyance is made subject to any restrictions or easements that may appear of record, on the recorded plat(s), or on the premises and is further subject to the terms of the aforesaid Master Deed. The property of the Horizontal Property Regime is subject to an easement dated February 1, 1952 and recorded in the R. M. C. Office for Greenville County in Deed Book 451 at page 45, which easement grants a 5 foot easement for a sewer line on the eastern edge of the property.

This being the same property conveyed to the mortgagors herein by Deed of Billy J. Scott and Queenie K. Scott dated April 11, 1980, and recorded April 14, 1980, in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 1123, at Page 873.

which has the address of Unit D, Henrietta Horizontal Property Regime, Greenville, South Carolina 29601 (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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