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SHERSLEY

MORTGAGE

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THIS MORTGAGE is made this 29th day of July 1980, between the Mortgagor, James A. Hyatt and Donna T. Hyatt (herein "Borrower"), and the Mortgagee, Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina, whose address is 500 East Washington Street, P. O. Box 10148, Greenville, S.C. 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twelve Thousand and 00/100 (\$12,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on August 1, 1995

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 lying and being the State of South Carolina, County of Greenville, and being shown on a plat of property of James A. Hyatt and Donna T. Hyatt, prepared by Jones Engineering Services, August 22, 1977, and having according to said plat the following metes and bounds to wit:

Plat BK  
8-C ep. 97

BEGINNING at a point in the center of Old Saluda Dam Road, old iron pin located 17.6 feet from center of the road; and running thence S. 68-23 E. 213 feet to an iron pin; thence turning and running S. 12-00 E. 99 feet to an iron pin; thence running S. 19-00 E. 50 feet to iron pin; thence turning and running N. 70-44 W. 292.2 feet to a point in center of Old Saluda Dam Road; thence running along the center of Old Saluda Dam Road N. 25-11 E. 32.8 feet to a point; thence running N. 15-35 E. 100 feet to the point of beginning.

This being the same property conveyed to Grantor herein by deed of Johnny H. Hyatt and Sharon K. Hyatt, recorded in the R.M.C. Office for Greenville County on May 18, 1978 in Deed Book 1079 at page 481.

which has the address of 309 Old Saluda Dam Road, Greenville, S.C. 29611 (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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