

RECORDED
10. S. C.
SEP 11 PM '80
MURPHY

MORTGAGE

BOOK 1510 PAGE 213

THIS MORTGAGE is made this 4 day of August, 1980, between the Mortgagor, Edward C. Case (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 Twenty Five Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 4, 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 July 1, 2005.

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 lot of land in the State of South Carolina, County of Greenville, Town of Fountain Inn, and shown as Lot No. 41 on a plat of Sunset Heights Subdivision which plat is recorded in the RMC Office for Greenville County in Plat Book 00, Page 314, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of the right-of-way of State Highway No. 418, joint front corner with Lot No. 40, and running thence with the joint line of Lot No. 40 N. 1-00 W., 206.5 feet to an iron pin on back line of Lot No. 51, joint back corner with Lot No. 40; thence with the back line of Lots Nos. 51 & 50, S. 88-40 W., 110 feet to an iron pin on back line of Lot No. 50, joint back corner with Lot No. 42; thence with the joint line of said Lot No. 42 S. 4-10 E., 195.5 feet to an iron pin in the North edge of the right-of-way of said Highway, joint front corner with Lot No. 42; thence along said right-of-way S. 84-50 E., 100 feet to an iron pin, the point of beginning.

This is the identical property conveyed to the mortgagor by deed of James D. Tompkins as recorded in the RMC Office for Greenville County in Deed Book 1085, Page 407 recorded 8/16/78.

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which has the address of Route # 2, Highway 418 Fountain Inn
[Street] [City]
South Carolina 29644 (herein "Property Address");
[State and Zip Code]

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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