

55 PM '80

BOOK 1521 PAGE 680

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MORTGAGE

HERSLEY

THIS MORTGAGE is made this 21 day of October 1980, between the Mortgagor, Ralph E. Carrel and Dorothy N. Carrel a/k/a Dorothy F. Norris (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 Six Thousand and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated October 21, 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 October 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 certain piece, parcel or lot of land known and designated as Lot No. 96, Section III, of subdivision known as Poinsettia, said subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said subdivision recorded in the RMC Office for Greenville County in Plat Book PPP, Page 141. A more particular description of said above numbered lot may be had by reference to said plat subject to restrictions as recorded in the RMC Office for Greenville County in Book 858, Page 541.

This is the identical property as conveyed to the mortgagor Dorothy N Carrell a/k/a Dorothy F. Norris as by deed of Builders and Developers recorded in the RMC Office for Greenville County in Deed Book 873, Page 270 recorded 8/5/69 and by the Estate of Walter H. Norris as on record in the Probate Court for Greenville County in Apartment 1270, File 11.

The mortgage over this property is a third mortgage to that certain mortgage held by Laurens Federal Savings & Loan as recorded in the RMC Office for Greenville County in Mortgage Book 1133, Page 306 recorded 8/5/69 in the original amount of \$23,625.00 and to that certain mortgage held by Heritage Federal Savings & Loan as recorded in the RMC Office for Greenville County in Mortgage Book 1505, Page 55 recorded 6/11/80 in the original amount of \$30,000.00.

ALSO:

ALL that certain piece parcel or tract of land with improvements thereon, lying, being and situated in the State of South Carolina, County of Greenville, on the southern side of Heritage Drive containing 2.26 acres, and being known as Tract 13 of Heritage Estates reflected on plat made by J. L. Montgomery, III, RLS, dated January 31, 1978, said plat being recorded in the RMC Office for Greenville County in Plat Book 7C, Page 77 and having according to said plat, such metes and bounds, as appear thereon.

This is the identical property as conveyed to the mortgagor Ralph E. Carrel and Dorothy N. Carrel by deed of Melvin K. Younts as recorded in the RMC Office for Greenville County Deed Book 1115, Page 843 recorded 11/16/79.

The mortgage over this property is a second mortgage to that certain mortgage held by Heritage Federal Savings & Loan as recorded in the RMC Office for Greenville County in Mortgage Book 1488, Page 675 recorded 11/16/79 in the original amount of \$50,000.00.

which has the address of Lot 96, Poinsettia Section III, Simpsonville, South Carolina
Tract 13, Heritage Estates, Simpsonville, South Carolina
..... (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 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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