

REC'D
S.C.
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GREENVILLE
R.M.C.

MORTGAGE

BOOK 1542 PAGE 143

THIS MORTGAGE is made this 26th day of May 1981, between the Mortgagor, John Philip Southerland and Bette C. Southerland (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 Eleven Thousand and No/100 (\$11,000.00) 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 June 1, 1991;

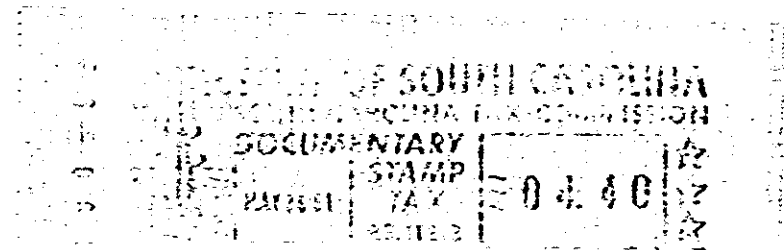
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 with the buildings and improvements thereon, lying and being at the Southwesterly corner of Serrine Drive and Byrd Boulevard (formerly Ridge Drive and also Club Drive) and being designated as Lot No. 12 on the plat entitled "Property of J. L. Bussey" as recorded in the RMC Office in Plat Book F, Page 220 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwesterly corner of the intersection of Serrine Drive and Byrd Boulevard; thence along the southerly side of Serrine Drive S. 64-30 W. 200 feet to a stake, corner of Lot 11; thence along the line of Lot 11 S. 23-38 E. 76.25 feet to a stake, joint rear corner of Lots 12 and 13; thence along the common line of said lots N. 64-20 E. 200 feet to a stake on the westerly side of Byrd Boulevard; thence along the westerly side of said Boulevard N. 23-38 W. 75.57 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, easements and rights-of-ways, if any, affecting the above described property.

The above described property is the same acquired by the Mortgagors by deed from J. L. Griffin, Jr. and Elsa Rose Griffin, dated September 3, 1974, and recorded on September 3, 1974, in Deed Volume 1006, at Page 143, RMC Office for Greenville County, South Carolina.



which has the address of 400 Byrd Boulevard Greenville South Carolina 29605 (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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