

MORTGAGE

FEB 18 PM '82

DUNN PERSLEY

THIS MORTGAGE is made this 12th day of February 1982, between the Mortgagor, J. Phillip Southerland, Jr. (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 Ninety-Three Thousand and No/100 (\$93,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 12, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2007;

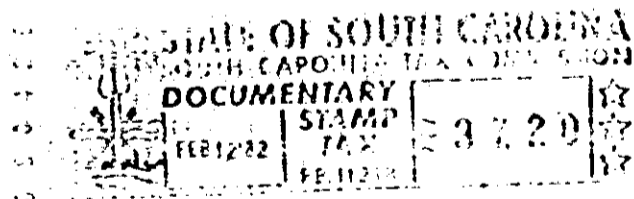
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, and being known and designated as the property of J. Phillip Southerland and Camille C. Southerland as shown on plat made by Freeland & Associates, dated May 21, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 5-S at Page 87, and having the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Ridgeland Avenue at the joint front corner of Lots 2 and 1, and running thence S. 27-16 W. 173.5 feet to a point; thence running along the rear of Lot 1 N. 69-18 W. 84.6 feet to a point; thence running N. 25-50 E. 186 feet to a point on Ridgeland Avenue; thence running S. 63-04 E. 14 feet to a point on Ridgeland Avenue; thence continuing along Ridgeland Avenue S. 62-06 E. 70.5 feet to a point; thence continuing along Ridgeland Avenue S. 59-36 E. 4.5 feet to the beginning point.

This is the identical property conveyed to Mortgagor herein by deed of Camille C. Southerland dated October 31, 1979, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 1120 at Page 91 on February 4, 1980. Also this is the identical property conveyed to J. Phillip Southerland, Jr. and Camille C. Southerland by deed of Dorothy H. Beattie dated May 21, 1976, and recorded in the R.M.C. Office for Greenville County, South Carolina, on May 24, 1976, in Deed Book 1036 at Page 804.

The within conveyance is subject to such restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, as may affect the above described property.



which has the address of 14 Ridgeland Drive 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 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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