

SEP 9 12 18 PM '82
DONNIE S. TANKERSLEY
R.M.C.
GREENVILLE CO. S.C.

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MORTGAGE

1580 PAGE 44

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 9th day of September 1982, between the Mortgagor, Colin Douglas Heaton and Janice B. Heaton (herein "Borrower"), and the Mortgagee, The South Carolina National Bank, a corporation organized and existing under the laws of South Carolina, whose address is Post Office Box 969, Greenville, SC 29602 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Two Thousand Twenty-Nine and 20/100 (\$32,029.20) Dollars, which indebtedness is evidenced by Borrower's note dated September 9, 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 September 20, 1992...

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 situate, lying and being in Butler Township, being known and designated as Lot No. 9, on a plat of Section 2, of Spring Forest, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "BBB", at Page 34, and as shown on a more recent survey entitled "Property of Colin Douglas Heaton and Janice B. Heaton" prepared by Dalton and Neves Company, Engineers, which plat is dated October, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "4-Z", at Page 88, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Old Spartanburg Road, joint corner of Lots Nos. 8 and 9, and running thence with the line of Lot No. 8, S. 7-28 E. 128.7 feet to a pin in line of Lot No. 10; thence with the line of Lot No. 10, N. 86-20 W. 143.3 feet to a pin on Butler Springs Road; thence with the Eastern side of said road, N. 5-29 W. 116.2 feet to a pin; thence with the curve of the intersection of Butler Springs Road with Old Spartanburg Road, the chord of which is N. 43-30 E. 19.9 feet to a pin on Old Spartanburg Road; thence with the Southern side of said road, S. 84-38 E. 124.2 feet to the point of beginning.

The reason this description does not agree with that of the original plat is because the widening of Old Spartanburg Road by the South Carolina Highway Department.

This is the same property conveyed to the mortgagors herein by deed of N. Dean Davidson, dated October 24, 1973, and recorded in the RMC Office for Greenville County, S.C., in Deed Book 986, at Page 676.

The lien of this mortgage is junior and inferior to that first-mortgage lien of First Federal Savings and Loan Association, as evidenced by mortgage dated October 24, 1973, in the original amount of \$26,950.00 as recorded in the RMC Office for Greenville County, S.C., in REM Book 1293, at Page 677.

which has the address of 3500 East North Street Extension, Greenville, S.C. 29615 (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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