

FILED
GREENVILLE, S.C.

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MORTGAGE

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DONNIE S. TANNERSLEY
R.M.C.

THIS MORTGAGE is made this Sixteenth day of January, 1984, between the Mortgagor, JAMES T. FLOYD and Barbara R. Brown (herein "Borrower"), and the Mortgagee, HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of South Carolina, whose address is 201 West Main Street — Laurens, South Carolina 29360 (herein "Lender").

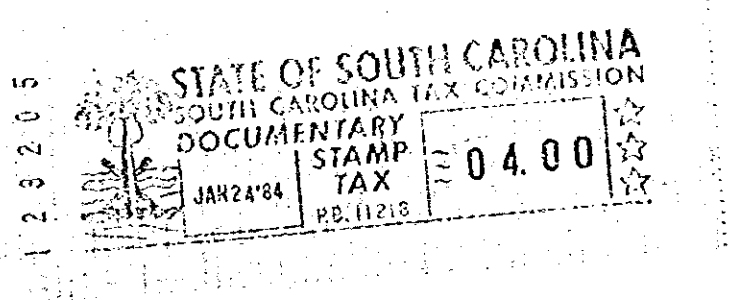
WHEREAS, Borrower is indebted to Lender in the principal sum of TEN THOUSAND AND NO/100 (\$10,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 16, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 1999.

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 the Brushy Creek Township, Greenville County, South Carolina, on the Southern side of Brandon Court, being shown and designated as Lot No. 27, on a plat of ASHETON, SECTION 2, made by Piedmont Surveyors, dated June 23, 1983, recorded in the RMC Office for Greenville County, SC, on June 24, 1983, in Plat Book 9-F at Page 99, reference to which is hereby craved for the metes and bounds thereof.

This being the same property conveyed to mortgagors herein by deed of ASHETON, A GENERAL PARTNERSHIP, dated August 15, 1983, and recorded in the RMC Office for Greenville County, SC, in Deed Book 1194 at Page 467 on August 16, 1983.

This being a second mortgage and junior in lien to that mortgage given by James T. Floyd and Barbara R. Brown, dated August 15, 1983, and recorded in the RMC Office for Greenville County, SC, in Mortgage Book 1621 at Page 233, securing the original principal of \$108,800.00.



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which has the address of Brandon Court, Greenville, SC (herein "Property Address");
(Street) (City)
(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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