

GREENVILLE FILED

80. 1025 873

SEP 15 2 52 PM '83  
JOHN L.

# MORTGAGE

THIS MORTGAGE is made this 15th day of September 1983, between the Mortgagor, Michael D. Layman and Penelope A. Lewis (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"). THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

WHEREAS, Borrower is indebted to Lender in the principal sum of Ninety Thousand and no/100 (\$90,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated September 1983 (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 1, 2008.

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 Grove Township, Greenville County, South Carolina, designated as Lot No. 19, Section No. 1, on a revised plat of Belle Terre Acres, dated August 29, 1967, recorded in the RMC Office for Greenville County in Plat Book 000 at Page 106, said lot containing 2.5 acres, more or less, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the eastern side of East Fairway Drive at the joint front corner with Lot No. 20, and running thence along East Fairway Drive, N. 7-50 W. 113 feet to an iron pin; thence N. 15-59 W. 68.4 feet to an iron pin at the corner of Lot No. 18; thence N. 53-12 E. 48.9 feet to an iron pin; thence N. 88-24 E. 516.7 feet to the center of Grove Creek; thence along said creek as the line S. 22-14 W. 270.9 feet to a point in said creek; thence along the line of Lot No. 20 N. 86-00 W. 420 feet to the point of beginning.

THIS being the same property acquired by the Mortgagors herein by deed of John H. Moss and Joy P. Moss, dated September 15, 1983 and recorded the same day in the Greenville County RMC Office, South Carolina in Deed Book 1196 at Page 329.

THIS conveyance is further subject to easements and rights-of-way that may appear of record, on the recorded plat or on the premises.

STATE OF SOUTH CAROLINA  
 COUNTY OF GREENVILLE  
 DOCUMENTARY  
 STAMP  
 TAX \$ 6.00  
 SEP 1983

which has the address of 19 E. Fairway Road, Piedmont, South Carolina 29673 (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 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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