

MORTGAGE

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GREENVILLE

THIS MORTGAGE is made this 10th day of August 19 83 between the Mortgagors, Joseph B. Powell and Kathryn G. Powell (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 SIXTY-ONE THOUSAND SIX HUNDRED FIFTY & NO/100 (\$61,650.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 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 August 1, 2013.

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 on the southern side of Sampit in the County of Greenville, State of South Carolina, being shown and designated as Lot 84 on a plat entitled Powderhorn, Section 2, recorded in the REC Office for Greenville County in Plat Book 6H, Page 9 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Sampit at the joint front corner of Lots 84 and 85 and running thence with the joint line of said lots, S. 33-00 W. 139.8 feet to a point in the line of property designated as Open Area on said plat; thence along the line of said property N. 45-00 W. 83 feet to a point at the joint rear corner of Lots 83 and 84; thence along the common line of said lots, N. 29-19 E. 134 feet to a point on the southern side of Sampit; thence along the southern side of said street or court, S. 64-19 E. 53 feet and S. 31-15 E. 41.37 feet to the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of Lawrence D. Tracy and Terrell S. Tracy of even date, to be recorded herewith.

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which has the address of 106 Yorktown Court, Simpsonville (City)  
S. C. 29681 (State and Zip Code) (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 shown in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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