## **MORTGAGE**

800K1633 PAGE 348

THIS MORTOACIE'S made this.

19.83., between the Mortgagor, Rosa W. Spearman.

(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 MHICH HEREBY INCORPORATED BY REFERENCE.
WHEREAS, Borrower is indebted to Lender in the principal sum offifty-Thousand. Dollars. & No/100.

\$50,000.00

Dollars, which indebtedness is evidenced by Borrower's note dated. October 25, 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 .. October. 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 piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in Fairview Township, Greenville County, South Carolina, containing 9.64 acres, more or less, in accordance with revised plat dated October 9, 1975, made by J.W. Eaton, Jr., R.L.S., and being more fully described in accordance with said plat, to-wit:

BEGINNING at a point on the eastern side of Fairview Road near the intersection of Harrison Bridge Road and being 25 feet northeast of an iron pin and thence running S. 75-20 E., 804.4 feet to an iron pin near creek; thence along the meanders of said creek to wit: S. 14-40 W., 71 feet to an iron pin; S. 8-32 W., 119.8 feet to an iron pin; S. 28-10 W., 155.0 feet to an iron pin; S. 8-20 W., 185.4 feet to property corner; thence turning and running N. 75-20 W., 801.0 feet to a point on the eastern side of Fairview Road; thence turning and running N. 14-40 E., 525.0 feet along Fairview Road to the point of beginning.

THIS being the same property conveyed to William E. Spearman, Jr. and Rosa W. Spearman by deed of Larry A. Coker, Jr. and Joan G. Coker dated March 20, 1981, recorded March 23, 1981 in Deed Volume 1144, Page 775. William E. Spearman, Jr. is conveying his undivided one half (1/2) interest in the property by deed to be recorded herewith.

COUNTRIES 20.00

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which has the address of Rt. 2, Fairview Road Simpsonville, South Carolina (Street)

Rt. 2, Fairview Road .... (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.

SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT