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MORTGAGE

BOOK 1530 PAGE 957

DONNIE S. TANKERSLEY
R.M.C.

THIS MORTGAGE is made this 27th day of January, 1981, between the Mortgagor, David J. Weston (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").

WHEREAS, Borrower is indebted to Lender in the principal sum of Eight Thousand and No/100 (\$8,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 1981 (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, 1991;

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 lot of land lying being and situate in the County of Greenville, State of South Carolina, in the Town of Mauldin, being shown and designated as Lot 154 on a plat of MONTCLAIRE SUBDIVISION, Section III said plat being recorded in the RMC Office for Greenville County in Plat Book WWW, at Page 57. Reference to said plat is hereby craved for a more complete description.

This is the same property conveyed to David J. Weston and Susan L. Weston by deed of Troy E. Coffey and Bobbie J. Coffey dated August 26, 1977, and recorded in the RMC Office for Greenville County, South Carolina; subsequent thereto Susan L. Weston conveyed her one-half (1/2) undivided interest in and to said property to David L. Weston by her deed dated January 26, 1981, which is recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 1111, at Page 538.

IT IS UNDERSTOOD AND AGREED that the lien of this mortgage shall have equal dignity and priority with a mortgage given by David J. Weston in favor of the mortgagee dated August 26, 1977, recorded in the RMC Office for Greenville County, S.C., in REM Book 1468, at Page 281, and is secured by a note of even date in the amount of \$24,600.00. Both mortgages shall constitute a first lien.

FURTHER, that any default in the terms, conditions or covenants of either mortgage or notes thereby secured shall be a default in both and that payments of installments shall be credited towards the indebtedness by all notes.

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which has the address of 101 Montclair Drive Mauldin S.C. 29662 (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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