

GREENVILLE CO. S. C.  
AUG 19 3 19 PM '81  
DONNIE L. TANKERSLEY  
R.H.C.

# MORTGAGE

1550 348

THIS MORTGAGE is made this 19 day of August 1981, between the Mortgagor, Roger L. Broyles and Jacqueline R. Broyles (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 NINETY-SIX THOUSAND and 00/100 (\$96,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 19, 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 December 1, 2011

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 situate, lying and being in the state of South Carolina, county of Greenville, being known and designated as Lot 4 and portion of lot 5 as shown on plat of the subdivision of WHITE ACRES, recorded in the RMC Office for Greenville County in plat book 4-S at page 94, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the northeastern side of White Road at the joint front corner of Lots No. 3 & 4, and running thence with the joint line of said lots S. 75-41 W. 1007.6 feet to a point; thence turning and running N. 61-0 E. 80 feet to a point; thence turning and running N. 3-43 W. 395 feet to a point joint rear corner of Lots No. 5 & 6; thence with the joint line of said lots, N. 76-23 W. 672.26 feet to an iron pin; thence turning and running with a new line through Lot No. 5, S. 8-26 W. 205.17 feet to an iron pin joint line of Lots No. 4 & 5; thence with the joint line of said lots N. 75-33 W. 292.2 feet to an iron pin on the northeastern side of White Drive; thence with said Drive S. 14-21 W. 219 feet to the point of beginning.

ALSO:

All that piece, parcel or lot of land situate, lying and being in state of South Carolina, county of Greenville, being known and designated as portion of lot No. 5, as shown on plat of the subdivision of White Acres, recorded in the RMC Office for Greenville County, in plat book 4-S at page 94, and having according to a more recent survey by J. L. Montgomery, III, Surveyor, dated June 1981, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of White Road at the joint front corner of Lots Nos 4 & 5 and running thence with the joint line of said lots S. 75-33 W. 292.2 feet to an iron pin; thence turning and running with a new line through lot No. 5, N. 8-26 E. 205.17 feet to an iron pin joint line of Lots Nos. 5 & 6; thence with the joint line of said lots N. 76-24 E. 274.04 feet to an iron pin on the northeastern side of White Drive; thence with said Drive S. 13-30 W. 200 feet to the point of beginning.

Lot 4 was conveyed to mortgagors by Milton A. & Mary F. Todd by deed dated 12/27/78 recorded 12/28/78 in deed vol. 1094 page 426 of the RMC Office for Greenville County SC.

Lot 5 was conveyed to mortgagors by John K. Payne by deed dated 8/25/78 recorded 8/28/78 in deed vol. 1086 page 173 of the RMC Office for Greenville County, S.C.

THE MORTGAGEE AGREES TO RELEASE THAT PORTION OF LOT NO. 5 as shown on more recent survey by J. L. Montgomery, III, Surveyor, dated June 1981 upon the payment of the sum of \$16,000.00, which sum shall be applied to the indebtedness secured by this mortgage.

which has the address of White Drive (Street) SC 29681 (herein "Property Address") (State and Zip Code)

GREENVILLE SOUTH CAROLINA DOCUMENTARY STAMP TAX AUG 19 81

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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