

State of South Carolina AUG 4 9 20 AM '83

County of GREENVILLE

Mortgage

397.1319 0.531

Words Used In This Document

- (A) Mortgage—This document, which is dated July 29 1983, will be called the "Mortgage". Colin Douglas Heaton and Janice B. Heaton
- (B) Mortgagor—Janice B. Heaton will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.
- (C) Lender—The South Carolina National Bank will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is P. O. Box 969, Greenville, SC 29602.

- (D) Note—The note, note agreement, or loan agreement signed by Colin Douglas & Janice B. Heaton and dated July 29 1983 will be called the "Note". The Note shows that I have promised to pay Lender

\$21,508.64 Dollars plus finance charges or interest at the rate of 13.50% per year

\_\_\_\_\_ Dollars plus a finance charge of \_\_\_\_\_ Dollars

which I have promised to pay in full by \_\_\_\_\_

If this box is checked, finance charges or interest under the Note will be deferred, accrued, or capitalized.

- (E) Property—The property that is described below in the section entitled "Description Of The Property" will be called the "Property".

My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to

- (A) Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.
  - (B) Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.
  - (C) Keep all of my other promises and agreements under the Note and or this Mortgage.
- This Mortgage secures any renewals, extensions, and or modifications of the Note.

Description Of The Property

- (A) The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in GREENVILLE County and has the following legal description

ALL that certain piece, parcel or lot of land situate, lying and being in Butler Township, being known and designated as Lot No. 9, on a plat of Section 2, of Spring Forest, which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "888", at Page 34, and as shown on a more recent survey entitled "Property of Colin Douglas Heaton and Janice B. Heaton" prepared by Dalton and Neves Company, Engineers, which plat is dated October, 1973, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "4-2", at Page 88, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southern side of Old Spartanburg Road, joint corner of Lots Nos. 8 and 9, and running thence with the line of Lot No. 8, S. 7-28 E. 128.7 feet to a pin in line of Lot No. 10; thence with the line of Lot No. 10, N. 86-20 W. 143.3 feet to a pin on Butler Springs Road; thence with the Eastern side of said road, N. 5-29 W. 116.2 feet to a pin; thence with the curve of the intersection of Butler Springs Road with Old Spartanburg Road, the chord of which is N. 43-30 E. 19.9 feet to a pin on Old Spartanburg Road; thence with the Southern side of said road, S. 84-38 E. 124.2 feet to the point of beginning.

The reason this description does not agree with that of the original plat is because the widening of Old Spartanburg Road by the South Carolina Highway Department.

(CONTINUED ON LAST PAGE HEREOF)

The Property also includes the following:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section.
- (C) All rights in other property I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property".
- (D) All rents or royalties from the property described in paragraph (A) of this section.
- (E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this section.
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section.
- (G) All fixtures that are now or in the future will be on the property described in paragraphs A and B of this section and, to the extent allowed by law, all replacements of and additions to these fixtures.
- (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future, and
- (I) All replacements of and or additions to the property described in paragraphs (B) through (F) of this section.

You, your successors and assigns, are to have and to hold the Property described in this Mortgage

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