

State of South Carolina

GREENVILLE

SEP 30 2 10 PM '83

BOOK 1628 PAGE 417

Mortgage of Real Estate



County of GREENVILLE

THIS MORTGAGE made this 26th day of September, 1983

by Charles Heitz and Regina Heitz

(hereinafter referred to as "Mortgagor") and given to SOUTHERN BANK & TRUST CO.

(hereinafter referred to as "Mortgagee"), whose address is P. O. Box 1329, Greenville, SC 29602

WITNESSETH:

THAT WHEREAS, Charles Heitz and Regina Heitz is indebted to Mortgagee in the maximum principal sum of Thirty Five Thousand and No/100----- Dollars (\$ 35,000.00 ), Which indebtedness is evidenced by the Note of Charles Heitz and Regina Heitz of even date herewith, said principal (plus interest thereon) being payable as provided for in said Note. (the final maturity of which is October 15, 1993 ~~XXXXXX~~ the terms of said Note and any agreement modifying it are incorporated herein by reference.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the said Mortgagor, for and in consideration of the aforesaid indebtedness and in order to secure the payment thereof together with any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure in accordance with Section 29-3-50, as amended, Code of Laws of South Carolina (1976): (i) all future advances and readvances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note, or by other promissory notes, and all renewals and extensions thereof, and (ii) all other indebtedness of Mortgagor to Mortgagee, now or hereafter existing, whether direct or indirect, the maximum amount of all indebtedness outstanding at any one time secured hereby not to exceed \$ 35,000.00 plus interest thereon, all charges and expenses of collection incurred by Mortgagee including court costs and reasonable attorney's fees, has granted, bargained, sold, released and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described property:

ALL that certain piece, parcel or lot of land situate, lying and being on the southeastern side of Crepe Myrtle Court, in the City of Mauldin, County of Greenville, State of South Carolina, being known and designated as Lot No. 139, on plat entitled "Forrester Woods, Section II", dated March 17, 1973 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4X, at Page 64, and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the southeastern side of Crepe Myrtle Court at the joint front corner of Lots Nos. 139 and 140 and running thence with the line of Lot No. 140, S. 78-47 E. 150 feet to an iron pin at the joint rear corner of Lots Nos. 139 and 140; thence with the rear line of Lot No. 139, S. 11-13 W. 110 feet to an iron pin at the joint rear corner of Lots Nos. 138 and 139; thence with the line of Lot No. 138, N. 78-47 W. 150 feet to an iron pin on the southeastern side of Crepe Myrtle Court; thence with the southeastern side of Crepe Myrtle Court, N. 11-13 E. 110 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of George O'Shields Builders, Inc., dated June 14, 1974 and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1001, at Page 424, on June 17, 1974.

TOGETHER with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

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