

FILED  
GREENVILLE CO. S. C.

OCT 3 12 57 PM '79

# MORTGAGE

BOOK 1483 PAGE 129

DONNIE BANKERSLEY

THIS MORTGAGE is made this 2nd day of October, 1979, between the Mortgagor, Palmetto Real Estate Trust (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 Three Hundred Fifty-five Thousand & No/100 (\$355,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated October 2, 1979 (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, 1999;

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, with improvements thereon, in Greenville County, State of South Carolina, containing 1.65 acres in accordance with plat made for Palmetto Real Estate Trust by Carolina Surveying Co. dated September 20, 1979, recorded in the R. M. C. Office for Greenville County in Plat Book 7R, Page 19, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin at the Southeastern corner of U. S. 276 (Laurens Road) and Greenacre Road, and running thence along Laurens Road, S. 55-31 E. 225.8 feet to nail cap; thence S. 34-29 W. 300 feet to nail cap; thence N. 55-31 W. 219.3 feet to iron pin; thence N. 11-59 W. 21.75 feet to iron pin; thence N. 31-32-40 E. 245 feet to iron pin; thence N. 62-57 E. 45.9 feet to iron pin, being the point of beginning.

This being the same property as conveyed to Mortgagor by deed of Bankers Trust, Trustee Under Will of J. A. McMahan, et al recorded in the R. M. C. Office for Greenville County in Deed Book 112, Page 920, on October 3, 1979

This mortgage constitutes a first lien over the above property.

ALSO: ALL that piece, parcel or lot of land, with improvements thereon, in Greenville County, State of South Carolina, at the intersection of Laurens Road (U. S. #276) and South Pleasantburg Drive (S.C. #291), and being more fully described in accordance with plat made for Pleasantburg Shopping Center, Inc. dated April 21, 1976 by J. L. Montgomery III, R.L.S., to-wit: -Continued on Attached Sheet-

which has the address of Laurens Road, Greenville (Street)

South Carolina (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.

012M

STATE OF SOUTH CAROLINA  
REVENUE AND FINANCE TAX COMMISSION  
DOCUMENTARY STAMP  
142.00

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