

FILED
GREENVILLE CO. S. C.
JAN 13 12 03PH '81

MORTGAGE

BOOK 1529 PAGE 968

RENEGOTIABLE RATE
See Rider Attached

SONNIE S. TANKERSLEY

THIS MORTGAGE made this 9th day of January 1981, between the Mortgagor, Ronald L. Messer and Marilyn M. Messer (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").

This mortgage includes a renegotiable rate mortgage rider which is hereby incorporated by reference and made a part hereof.

WHEREAS, Borrower is indebted to Lender in the principal sum of FIFTY-FOUR THOUSAND and NO/100 (\$54,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 9, 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, 2010 further providing for renewals at intervals of every 3 years with adjustments to interest rates and monthly payments at each renewal; with final maturity on 1-1-2010 at which time the balance of indebtedness, if not sooner paid, shall come due and payable.

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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: being known and designated as Lot 308, Section V, Sheet 2, of Subdivision known as POINSETTIA, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the RMC Office for Greenville County in Plat Book 5P, page 34. A more particular description of said above numbered lot may be had by reference to said plat. LESS, HOWEVER, a five foot strip of land on the joint property line of lots 308 and 309 as shown on a plat prepared by J. L. Montgomery, III dated January 8, 1981 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the northwest side of Robinwood Drive along the joint property line of lots 308 and 309 and running thence N. 55-55 W. 182.36 feet to a point; thence S. 25-36 W. 5.0 feet to a point; thence S. 55-55 E. 182.25 feet to an iron pin on Robinwood Drive; thence N. 26-50 E. 5.0 feet along Robinwood Drive; thence to a point, the point of beginning. Said plat being recorded in the RMC Office for Greenville County in Plat Book 8-5 at page 92.

This being the same property conveyed to the Mortgagors herein by deed of Builders & Developers, Inc. of even date, to be recorded herewith.



which has the address of 103 Robinwood Drive Simpsonville (Street) (City)
SC 29681 (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 seized 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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