

FILED  
CO. S. C.  
JUN 8 12 09 PM '81  
HARRISLEY

### MORTGAGE

THIS MORTGAGE is made this 5th day of June, 1981, between the Mortgagor, David C. Heaston

\_\_\_\_\_, (herein "Borrower"), and the Mortgagee, Perpetual Federal Savings and Loan Association, who address is 907 North Main Street, Anderson, South Carolina (herein "Lender").

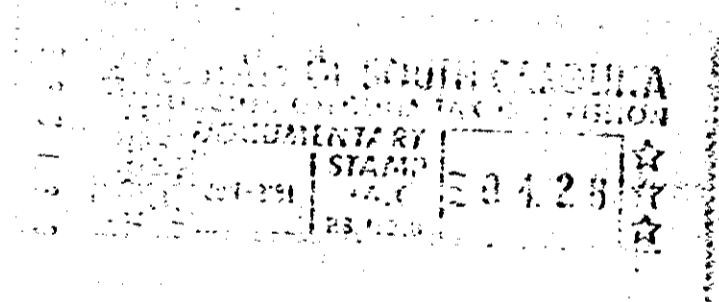
WHEREAS, Borrower is indebted to Lender in the principal sum of TEN THOUSAND SIX HUNDRED SEVENTY THREE AND 28/100 ---- (\$10,673.28) ---- dollars, which indebtedness is evidenced by Borrower's note dated June 5, 1981, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid due and payable on June 31, 1991

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 County of Greenville, State of South Carolina, shown and designated as Lot 4 on a plat of Oak Hill, Section A, recorded in the R.M.C. Office for Greenville County in Plat Book MM at Page 29, said lot having a frontage of 75 feet on the northwestern side of Good Street, a parallel depth of 150 feet and rear width of 75 feet.

This is the same property conveyed to the mortgagor by deed of David Redding dated June 5, 1981 and recorded June 8, 1981.

This mortgage is second and junior in lien to that certain mortgage given to The Lomas & Nettleton Company dated October 27, 1972 and recorded October 30, 1972 in REM Book 1255 at Page 67 in the original amount of \$16,100.00.



which has the address of 8 Good Street Greenville  
(Street) (City)  
S.C. 29611 (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.

400 8 19101801

5  
4  
0

4328 RV-2