

DOCUMENTARY STAMP
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MORTGAGE

3 55 PM '80

RSLEY 1520 11300

THIS MORTGAGE is made this 2nd day of December 19. 80, between the Mortgagor, Stephen F. Heiner and Kelsey B. Heiner (herein "Borrower"), and the Mortgagee, Bankers Trust of South Carolina c/o Bankers Mortgage Corp, a corporation organized and existing under the laws of South Carolina, whose address is P.O. Drawer F-20 Florence, S.C. 29503 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Two Thousand and No/100 (\$52,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 2, 1980 (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, 2011;

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, lying and being situate in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 6-A and Pt. Lot 6 on plat entitled "Property of Stephen F. Heiner and Kelsey B. Heiner" as recorded in Plat Book 3-0 at Page 22, in the RMC Office for Greenville County, S.C., and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the front corner of said Lot No. 6-A, being at the intersection of McDaniel Avenue and McIver Street running thence along McIver Street, S. 84-35 E. 164.75 feet to an iron pin; thence S. 4-15 W. 120.0 feet to an iron pin; thence N. 84-35 W. 164.75 feet to an iron pin; thence N. 4-15 E. 120.0 feet to an iron pin, the point of beginning.

THIS being the same property conveyed to the mortgagors herein by deed of Alice E. Howard as recorded in Deed Book 1138 at Page 226, in the RMC Office for Greenville County, S.C., on December 2, 1980.

The following is included on the mortgage and is a part thereof:

"And it is agreed between the parties hereto that in the event the property embraced by this mortgage is sold or otherwise conveyed by the Mortgagor prior to the time that the lien created hereby is fully satisfied, or if the title to such property shall become vested in any other person or entity in any manner whatsoever other than because of the death of the Mortgagor, then and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof".

"It is further agreed that if Stephen F. Heiner shall cease to be an employee of Bankers Trust of South Carolina, or a subsidiary, for any reason other than death, then, and in such event, the remaining principal balance secured by this mortgage, together with all accrued interest, shall at once become due and payable, at the option of the legal holder hereof."

which has the address of 501 McDaniel Avenue Greenville, S.C. 29605 (herein "Property Address");

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.

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