

Berkeley County  
 Cynthia B. Forte  
 Register of Deeds 00028648 Vol: 8264 Pg: 207  
 Moncks Corner 294616120



53 2009 00028648

Instrument Number: 2009- 00028648

As

Recorded On: December 23, 2009

Satisfaction of Mortgage

Parties: HORNE ROBERT L

To

BANK OF GREELEYVILLE

Recorded By: KING &amp; KNOBELOCH PC

Num Of Pages:

5

Comment:

## \*\* Examined and Charged as Follows: \*\*

Satisfaction of Mortgage 5.00

Recording Charge: 5.00

## \*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

## File Information:

## Record and Return To:

Document Number: 2009- 00028648

KING &amp; KNOBELOCH PC

Receipt Number: 259261

808 JOHNNIE DODDS BLVD

Recorded Date/Time: December 23, 2009 03:46:44P MT PLEASANT SC 29464-3021

Book-Vol/Pg: Bk-R VI-8264 Pg-207

Cashier / Station: D Smith / Cash Station 9



Cynthia B. Forte - Register of Deeds

Doc # 00028648

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**STATE OF SOUTH CAROLINA**

**County of BERKELEY**

Robert L. Horne and Valerie H. Horne

To The Bank of Greeleyville

**FUTURE ADVANCE MORTGAGE**

I hereby certify that the within Mortgage has been  
filed this \_\_\_\_\_ day of \_\_\_\_\_  
19 \_\_\_\_\_ at \_\_\_\_\_ m. recorded in Book  
\_\_\_\_\_ of Mortgages, page \_\_\_\_\_ As No. \_\_\_\_\_

Register of Mesne Conveyance County

**STATE OF SOUTH CAROLINA**

**County of**

Paid in full and fully satisfied this 2<sup>nd</sup> day of

December 2009

By Diane Whysler  
VP

Title

Witness:

John P. Mayes  
Kimberly Darr

(12) Transfer of property; assumption. If all or any part of the real estate or an interest therein is sold or transferred (by deed, contract or sale or otherwise) without Mortgagee's prior written consent (which consent may be withheld by the Mortgagee) the Mortgagee may, at its option, declare all the sums secured by this mortgage to be immediately due and payable. The Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer Mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sum secured by this mortgage shall be at such rate as Mortgagee shall request. If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies provided in this mortgage.

(13) Mortgagor hereby expressly **wavers** his right to any appraisal of the subject property, in the event of foreclosure. Section 29-3-680 of the Code of Laws of South Carolina (1976) concerning appraisal rights shall **not** apply. Mortgagor also waives any homestead exemptions regarding the subject property.

(14) Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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**WITNESS** the Mortgagor's hand and seal this 24 day of Jan. 19 97

**SIGNED**, sealed and delivered in the presence of:

(Witness) Ernie J. Mifion

(Witness) May P. Thomas

Robert L. Horne (SEAL)  
ROBERT L. HORNE  
Valerie H. Horne (SEAL)  
VALERIE H. HORNE

STATE OF SOUTH CAROLINA  
BERKELEY COUNTY } PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named mortgagor(s) sign, seal and as his act and deed deliver the within written instrument and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 24<sup>th</sup>

day of January 19 97

May P. Thomas

Notary Public for South Carolina  
My Commission Expires: 1/1/2002

Ernie J. Mifion  
(Witness)

**State of South Carolina****COUNTY OF**

BERKELEY

E. mixer  
10.00

04390

BOOK 1003 PAGE 647

**Future Advance  
Mortgage**

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**WHEREAS**, the said Robert L. Horne and Valerie H. Horne  
(mortgagor)

in and by that certain loan obligation agreement bearing date the 24th day of January, 1997, stands  
firmly held and bound unto The Bank of Greeleyville (mortgagee), for such  
indebtedness now existing and all future advances and re-advances for an amount not exceeding the maximum  
principal amount of \$ 53,000.00, plus interest thereon, attorney's fees, court costs, and any payments by  
the mortgagee for insurance, taxes, or repairs, pursuant to the terms of this mortgage and the aforesaid loan  
obligation agreement;

**NOW, KNOW ALL MEN**, that the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof,  
and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or  
for his account by the Mortgagee according to the said terms of the aforesaid loan agreement or other loans which refer to this  
mortgage, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the  
Mortgagee, its successors and assigns:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of  
Berkeley.

TMS # 027-00-00-001

See attached legal description.

FILED - RECORDED  
97 JAN 28 PM 12:23  
CYNTHIA B. FORTE  
REGISTER  
MERS  
CONVEYANCES  
BERKELEY COUNTY, SC

Together with all singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or  
appertaining, and including all heating, air conditioning, plumbing, and lighting fixtures now or hereafter attached, connected, or  
fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual  
household furniture, be considered a part of the real estate.

**TO HAVE AND TO HOLD**, all and singular the said premises unto the Mortgagee, its successors and assigns, forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good  
right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and  
encumbrances, except as revealed in writing to Mortgagee by Mortgagor. The Mortgagor further covenants to warrant and forever  
defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever  
claiming the same or any part thereof.

ALL of that certain parcel of land measuring 210 feet on each side, containing one (1) acre, more or less, in St. Stephen Parish, near St. Stephen, Berkeley County, South Carolina, Bounded on the North by Louise Orvin Williams; on the East by Ada Legree Middleton and John C. Humbert; on the South by John C. Humbert and on the West by Road S-8-101.

Being the same real property conveyed to Robert L. Horne and Valerie H. Horne by James F. Humbert and Sylvia Humbert by Deed dated February 15, 1977 and filed of record on February 16, 1977 at the RMC Office for Berkeley County in Book A-324, Page 158.

TMS # 027-00-00-001

Mortgagor's Address: Post Office Box 1275  
St. Stephen, South Carolina 29479

Mortgagee's Address: Post Office Box 1278  
Greeleyville, South Carolina 29056