

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00028648 Vol: 8264 Pg: 207



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 & 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 & 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

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 _____ day of _____

Robert L. Horne _____ 1st 2009

By *Valerie H. Horne*
VP

Title _____

Witness: *Kimberly D. Lee*
Kimberly D. Lee

(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 **waives** 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 L. Mufson

(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 24th

day of January 19 97

May P. Thomas

Notary Public for South Carolina
My Commission Expires: 1/17/2002

Ernie L. Mufson
(Witness)

001390

BOOK 1003 PAGE 047

State of South Carolina**COUNTY OF** BERKELEY*E. Nixon*
*10.00***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
MESSE 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