MORTGAGE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

GEORGE O'SHIELDS BUILDERS, INC.

(hereinaster referred to as Mortgagor) SEND(S) GREETING:

WHEREAS, the Mortgagor is well and truly indebted unto HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION, LAURENS, S. C. (hereinafter referred to as Mortgagee), as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference in the sum of

FORTY THOUSAND AND NO/100 -----

DOLLARS (\$ 40,000.00), with interest thereon from date at the rate provided for in said note, said principal and interest to be repaid as therein stated, except that the final payment of principal and interest shall be due on

April 1, 2008 , and

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purpose;

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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assigns:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 139 on a plat of Country Estates, Section II, recorded in the RMC Office for Greenville County in Plat Book 5R at Page 72, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at a point on the eastern side of Carolina Way, joint corner Lots No. 139 and 138 and running with said joint line, N. 76-13 E., 379.9 feet to a point on or near a branch, thence with the branch as a line, S. 2-34 E., 75 feet to an iron pin; thence continuing with the branch as a line, S. 11-31 E., 55 feet to an iron pin; thence with the joint line of Lots No. 139 and 140, S. 68-06 W., 364 feet to an iron pin on the eastern side of Carolina Way; thence with said Carolina Way, N. 15-31 W., 100 feet and N. 13-35 W., 80 feet to the point of beginning.

This is the same property conveyed to the mortgagor by Deed of Carolina Springs Golf and Country Club, Inc. recorded August 23, 1977 in Deed Book 1063 at Page 279 in the RMC Office for Greenville County.

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

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