

Box 638, Simpsonville, SC 29681

MORTGAGE

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THIS MORTGAGE is made this 27th day of December 1978, between the Mortgagor, **Jacky D. and Nancy M. Ayers** (herein "Borrower"), and the Mortgagee, **HERITAGE FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation organized and existing under the laws of the United States of America, whose address is 201 West Main Street, Laurens, S.C. 29360. (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of **Forty Thousand Nine Hundred Fifty and No/100 (\$40,950.00)** Dollars, which indebtedness is evidenced by Borrower's note dated (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **December 1, 2008**.

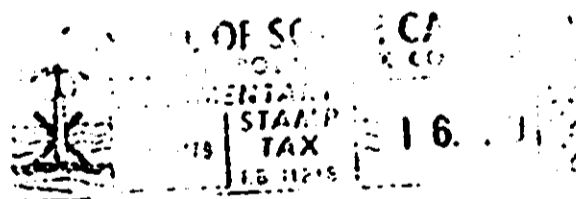
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 certain piece, parcel or lot of land in the Town of Simpsonville, Greenville County, State of South Carolina, being known and designated as Lot No. 31 of Subdivision known as PINE TREE, as shown by plat thereof prepared by Piedmont Engineers and Architects, dated March 19, 1974, and recorded in Plat Book 5-D at page 63 in the RMC Office for Greenville County, South Carolina.

Reference to said plat is hereby craved for a more particular description.

This conveyance is made subject to the restrictive and protective covenants affecting the Subdivision known as PINE TREE, said restrictive and protective covenants being recorded in the RMC Office for Greenville County in Deed Volume 1014 at page 323. This conveyance is made subject to any restrictive covenants, building set-back lines, rights of way and easements which may affect the above described property.

Being the same property conveyed to the Mortgagors herein by deed from Builders & Developers, Inc., January 28, 1978, recorded in the RMC Office for Greenville County in Deed Volume 1072 at page 850.



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which has the address of **103 Needles Drive, Simpsonville, SC 29681** (Street) (City) (State and Zip Code) (herein "Property Address"):

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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.

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