THIS MORTGAGE is made his. 23rd day of July.

19. 79, between the Mortgagor, F & M DEVELOPMENT ENTERPRISES, INC.

(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 Lepder in the principal sum of .--Thirty One Thousand Five flundred and No/100 (\$31,500.00)-- Dollars, which indebtedness is evidenced by Borrower's note dated. July 23, 1979. (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on. July 1, 1999.

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 situate, lying and being in the City of Greenville, Greenville County, South Carolina, being the northern one-third of Lots Nos. 29 and 30, Section H, of Stone Land Company, plat of which is recorded in Plat Book "A", at Pages 337-345, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern corner of Stone Avenue and Bennett Street and running thence with Stone Avenue N. 71-50 W. 124 feet; thence S. 20-19 W. 58 1/3 feet; thence S. 71-50 E. 124 feet to an iron pin on Bennett Street; thence with Bennett Street N. 20-19 E. 58 1/3 feet to the point of beginning.

This being the same property conveyed to the Mortgagor herein by deed of Kenneth Ray Clark dated of even date herewith and to be recorded of even date herewith.

STATE OF SOUTH CAROLINA

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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 berein 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.

SOUTH CAROLINA -1 to 4 Family -6 75 -FNMA/EHEMO UNIFORM INSTRUMENT

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