

514 N. Main St.  
Simpsonville, S.C. 29381

GREENVILLE CO. S.C.  
DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**

BOOK 1512 PAGE 156

THIS MORTGAGE is made this 20th day of August 1980, between the Mortgagor, Steve M. Stuart, Jr. and Gail R. Stuart (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").

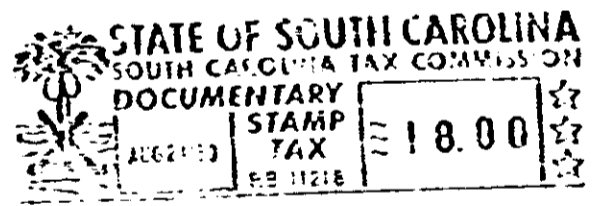
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-FIVE THOUSAND and NO/100 (\$45,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated August 20, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2010.

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 State of South Carolina, County of Greenville, in Grove Township on the northerly side of Holcombe Road, being shown as Lot 1 on a plat recorded in Plat Book 7C at page 43, prepared by R. B. Bruce, R.L.S., dated July 6, 1979 and having, according to said plat, the following metes and bounds, to-wit:**

**BEGINNING at a nail and cap in the center of Holcombe Road, the joint front corner of Lots 1 and 2 as shown by said plat, and running thence S. 75-27 W. 173 feet to an old nail in the center line of Holcombe Road, turning and running thence with property now or formerly of Ansel Kellett N. 20-43 W. 498.7 feet to an old iron pin; thence along property now or formerly of B. F. Thackston N. 62-56 E. 173 feet to an iron pin; thence turning and running along lots 4 and 2, S. 20-43 E. 536.3 feet to a nail and cap in the center of Holcombe Road, the point of beginning.**

This being the same property conveyed to the Mortgagors herein by deed of Shelley Realty & Construction Co., Inc. of even date, to be recorded herewith.



which has the address of Rt. 3, Box 163, Simpsonville (City)  
S. C. 29681 (State and Zip Code) (herein "Property Address");

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 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.

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