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MORTGAGE

BOOK 1561 PAGE 385

THIS MORTGAGE is made this 4th day of January 1982 between the Mortgagor, William W. Heizer and Louise S. Heizer (herein "Borrower"), and the Mortgagee, Carolina Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is P.O. Box 10148, Greenville, SC 29603 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Sixteen Thousand and No/100 (\$16,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 4, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 1992

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 situate, lying and being on the northern side of Fish Brook Way, in Austin Township, Greenville County, South Carolina, being shown and designated as Lot No. 66, on a plat of HOLLY TREE PLANTATION, made by Erwright Associates, Engineers, dated May 28, 1973, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4X at Pages 32 through 37, inclusive, reference to which is hereby craved for the metes and bounds thereof.

This is the same property conveyed to the Mortgagors herein by deed of W. N. Leslie, Inc. dated August 15, 1975 and recorded in the R.M.C. Office for Greenville County, South Carolina, on August 20, 1975 in Deed Book 1022 at Page 909.

This mortgage is second and junior in lien to that mortgage given in favor of Carolina Federal Savings and Loan Association recorded in the R.M.C. Office for Greenville County, South Carolina, on July 22, 1974 in the original amount of \$111,000.00.

RECORDED IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA
DOCUMENTARY STAMP
JAN 11 1982

which has the address of 105 Fish Brook Way Simpsonville South Carolina 29681 (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 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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