

MORTGAGE

26 PM '82

HERSLEY

BOOK 1567 PAGE 419

THIS MORTGAGE is made this 19 day of March 19 82, between the Mortgagor, Wade H. Shealy, Sr. and June R. Shealy (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 Thirty-eight Thousand and No/100 (\$38,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated March 19, 1982 (herein "Note"), with the balance of the indebtedness, if not sooner paid, due and payable on March 19, 1983; *on or before one year after date with interest at 17% to be computed and paid quarterly.

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:

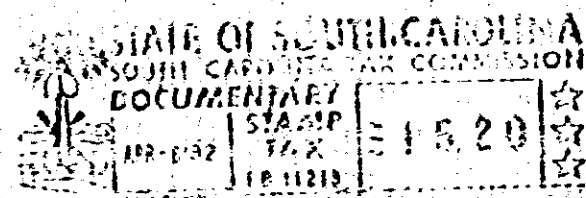
ALL that certain piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and dsignated as Lot No. 73, Section II of Subdivision known as POINSETTIA, said Subdivision being situated within the corporate limits of the Town of Simpsonville, plat of said Subdivision being recorded in the RMC Office for Greenville County in Plat Book BBB at page 199.

A more particular description of said above numbered lot may be had by reference to said plat.

Being the same property conveyed to the mortgagors herein by deed of Piedmont Lumber & Builders, Inc., dated June 1, 1968, recorded June 3, 1968, in the RMC Office for Greenville County in Deed Volume 845 at page 321.

This Mortgage being third and junior in lien to that Mortgage in favor of Heritage Federal Savings and Loan Association in the original amount of \$37,000.00, recorded October 28, 1977 in Mortgage Book 1414 at page 268 in the RMC Office for Greenville County, South Carolina and that Mortgage in favor of Heritage Federal Savings and Loan Association in the original amount of \$3000.00, recorded February 16, 1978 in Mortgage Book 1423 at page 445 in the RMC Office for Greenville County, South Carolina.

SC70 --- 1 AP-682



which has the address of Fernwood Road, Simpsonville, S.C. 29681 (herein "Property Address");

352

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".

4. OCT 1982

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.

04128

4328 RV-2