

FILED MORTGAGE

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THIS MORTGAGE is made this 13th day of July 19 83, between the Mortgagors, WESLEY L. SMITH AND BRENDA P. SMITH (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").

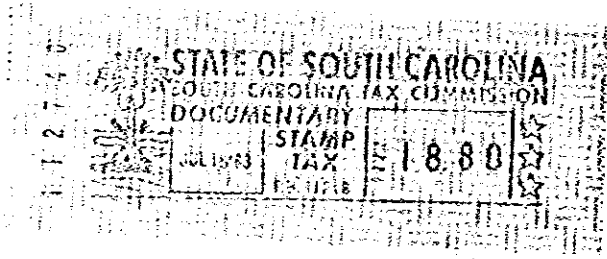
WHEREAS, Borrower is indebted to Lender in the principal sum of FORTY-SEVEN THOUSAND and NO/100 (\$47,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 13, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1, 2003;

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 Greenville County, State of South Carolina in the City of Mauldin, being known and designated as Lot No. 11 on Plat of Section 5 FORRESTER WOODS, as shown by plat thereof recorded in plat book 8P at page 100 and having, according to a recent survey for Wesley L. Smith and Brenda P. Smith prepared by R. B. Bruce, R.L.S., dated March 29, 1983, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the southerly side of Hamby Road at the joint front corner of Lots Nos. 11 and 12 and running thence with the joint line of said lots S. 16-10 W. 130 feet to an old iron pin; thence with the joint line of Lots Nos. 11 and 18 and N. 75-24 W. 139.9 feet to an old iron pin on the easterly side of Loblolly Lane; thence with the easterly side of Loblolly Lane N. 16-10 E. 109.1 feet to an old iron pin; thence with the intersection of Loblolly Lane and Hamby Road (the chord of which is N. 61-10 E. 35.3 feet to an old iron pin on the southerly side of Hamby Road; thence with the southerly side of Hamby Road S. 73-50 E. 115 feet to the beginning corner.

This being the same property conveyed to the Mortgagors herein by deed of Danco, Inc. dated April 1, 1983, recorded April 1, 1983 in the RMC Office for Greenville County, S. C. in Deed Book 1185 at page 487.



which has the address of 108 Loblolly Lane, Greenville (Street) (City) S.C. 29607 (herein "Property Address"); (State and Zip Code)

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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