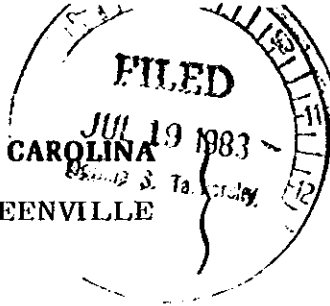


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



**MORTGAGE  
OF  
REAL PROPERTY**

BOOK 1316 PAGE 641

THIS MORTGAGE, executed the ... 30th ... day of ... June ... , 19...<sup>83</sup>... , by Jimmy D. Heatherly and Peggy B. Heatherly... (hereinafter referred to as "Mortgagor") to Capital Bank and Trust (hereinafter referred to as "Mortgagee") whose address is ... P.O. Box 8, Belton, South Carolina 29627.....

**WITNESSETH:**

IN CONSIDERATION of the sum of Three Dollars (\$3.00) paid to Mortgagor by Mortgagee and in order to secure the payment of a promissory note including any renewal, extension or modification thereof (hereinafter referred to as the "Note"), dated .. June 30, 1983..... , to Mortgagee for the principal amount of ... \*\*\$20,008.04\*\*..... Dollars, plus interest thereon and costs of collection, including attorneys' fees, and to further secure all future advances or re-advances that may subsequently be made to Mortgagor by Mortgagee evidenced by the aforesaid Note or any renewal, extension or modification thereof or evidenced by any instrument given in substitution for said Note, Mortgagor has granted, bargained, sold and released to Mortgagee and the successors and assigns of Mortgagee, and by this Mortgage does grant, bargain, sell, and release to Mortgagee and the successors and assigns of Mortgagee, all the following real property (hereinafter referred to as the "Property"):

ALL that certain piece, parcel or lot of ladd, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Dunkin Township, being shown as Lots 3 and 4, on a plat of property of Mrs. Bonnie D. Medlock, recorded in the RMC Office for Greenville County, S. C. in Plat Book GGG at Page 23, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at a nail in the approximate center of the Old Augusta Road at the joint front corner of Lots 2 and 3, and running thence with the center of Old Augusta Road, S. 38-51 E. 218.5 feet to a nail in the center of Old Augusta Road, thence along the line of other property of Bonnie D. Medlock, N. 55-15 E. 229 feet to an iron pin at the joint corner of Lots 3 & 4; thence N. 55-15 E. 229 feet to a point in the present Augusta Road (U. S. Highway 25); thence along said road, N. 29-25 W. 213.3 feet to an iron pin on said road; thence S. 56-35 W. 239.8 feet to an iron pin at the rear corner of Lot No. 2; thence S. 54-15 W. 244 feet to the point of beginning.

THIS BEING the same property conveyed by mortgagors herein by Charles C. Heatherly and Ann B. Heather by deed dated May 10, 1979, of record in RMC for Greenville County, South Carolina, in Deed Book 1105 at Page 295.



**TOGETHER** with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto (all of the same being deemed part of the Property and included in any reference thereto):

**TO HAVE AND TO HOLD** all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee forever.

**MORTGAGOR** covenants that Mortgagor is lawfully seized of the Property in fee simple absolute, that Mortgagor has good right and is lawfully authorized to sell, convey or encumber the same, and that the Property is free and clear of all encumbrances except as expressly provided herein. Mortgagor further covenants to warrant and forever defend all and singular the Property unto Mortgagee and the heirs, successors or assigns of Mortgagee from and against Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

**PROVIDED ALWAYS**, nevertheless, and it is the true intent and meaning of Mortgagor and Mortgagee, that if Mortgagor pays or causes to be paid to Mortgagee the debt secured hereby, the estate hereby granted