

MORTGAGE

GEN. FILED

THIS MORTGAGE is made this 6th day of February 1984, between the Mortgagor, Jesse A. Neely

(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").

THIS MORTGAGE INCLUDES AN ADJUSTABLE RATE LOAN RIDER WHICH IS HEREBY INCORPORATED BY REFERENCE.

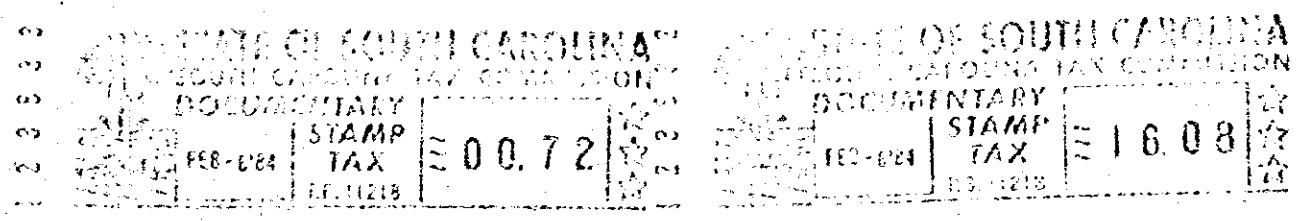
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty Two Thousand and no/100 (\$42,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated February 6, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2014

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 piece, parcel or tract of land in Austin Township, about five miles east of Simpsonville, South Carolina, situate, lying and being on the south side of the Cooper Lake Road, adjoining the land now or formerly of T.M. Bayne, Jr. and Maggie E. Bayne, and having, according to a plat of the property of Russell N. Bayne prepared by Madison H. Woodward, R.E.S.C. 490, dated June 7, 1963, the following metes and bounds, to-wit:

BEGINNING at an iron pin near the north side of the Cooper Lake Road and running thence S.56-00W., 370 feet to an iron pin near the center of the Cooper Lake Road; thence S.18-30E., 25 feet to an iron pin on the south side of the Cooper Lake Road; thence continuing S.18-30E., 184 feet to an iron pin; thence S.78-50E., 217 feet to an iron pin; thence N.4-20E., 394 feet to an iron pin on the south side of Cooper Lake Road; thence continuing N.4-20E., 54.9 feet to the iron pin at the point of beginning; containing 2.22 acres, more or less.

This being the same property conveyed to the mortgagors herein by deed of Russell N. Bayne and Willie Mae S. Bayne, said deed to be recorded herewith.



which has the address of 113 Cooper Lake Road Simpsonville, S.C. 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 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.