

MORTGAGE

VOL 1675 PAGE 800

THIS MORTGAGE is made this 31st day of July 1984, between the Mortgagor, Robert Weist (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 Sixty-One Thousand and No/100 (61,000) Dollars, which indebtedness is evidenced by Borrower's note dated July 31, 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 December 1, 2009;

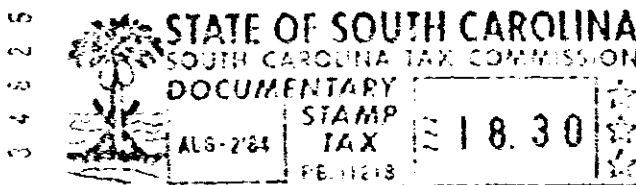
To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 being known and designated as Lot 22 on plat of Fairview Woods prepared by Piedmont Engineers, Architects and Planners dated April 1, 1975 and recorded in the R. M. C. Office for Greenville County in Plat Book 6D at Pages 82 and 83. Reference to said plat is hereby craved for a more particular description of said lot.

This conveyance is made subject to the restrictive and protective covenants affecting the Subdivision known as Fairview Woods, said restrictive and protective covenants being recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 1102 at Page 82, Amended Restrictive Covenants recorded in Deed Volume 1107 at Page 780.

This conveyance is made subject to any restrictive covenants, building setback lines, rights of way and easements which may affect the above described property.

This is the same property conveyed to the mortgagor herein by deed of Herbert E. Joyner dated July 5, 1984 and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Volume 1216 at Page 655 on July 9, 1984.



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which has the address of Lot 22, Fairview Woods, 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 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.