, a corporation

STATE OF SOU'TH CAROLINA, COUNTY OF GREENVILLE

JUL 5 12 15 97 183

TO ALL WHOM THESE PRESENTS MAY CONCERN:

CHARLES STEVEN SULLIVAN AND LISA S. SULLIVAN

Greenville, South Carolina

, hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto

BANKERS LIFE COMPANY

organized and existing under the laws of The State of Iowa , hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of SIXTY-ONE THOUSAND TWO HUNDRED AND NO/100-------), with interest from date at the rate of ------Twelve------ per centum (------), per annum until paid, said principal and interest being payable at the office of BANKERS LIFE COMPANY

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of Greenville,

State of South Carolina:

ALL that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the southeastern side of Harness Trail and known and designated as Lot No. 86 of a subdivision known as HERITAGE LAKES, recorded in the R.M.C. Office for Greenville County in Plat Book 6-H at Page 18 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southeastern side of Harness Trail, at the joint front corner of Lots Nos. 86 and 87 and running thence with the joint line of said lots S. 44-36-20 E. 195 feet to an iron pin; thence S. 45-23-40 W. 110 feet to an iron pin at the joint rear corner of Lots Nos. 85 and 86; thence with the joint line of said lots N. 44-36-20 W. 195 feet to an iron pin on the southeastern side of Harness Trail; thence with the southeastern side of said Trail, N. 45-23-40 E. 110 feet to an iron pin, the point of beginning.

This being the same property conveyed to the Mortgagors by deed from Robert L. Barrett, Jr., of even date to be recorded herewith.

Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident to appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and dighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinabove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of an interest on the indebtedness evidenced by the said note, at the times and in the Inanner herein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: provided, however, that written notice an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

HUD-92175M (1-79)