

MORTGAGE

THIS MORTGAGE is made this 27th day of December 1978, between the Mortgagor, James E. Collins and Ann K. Collins (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").

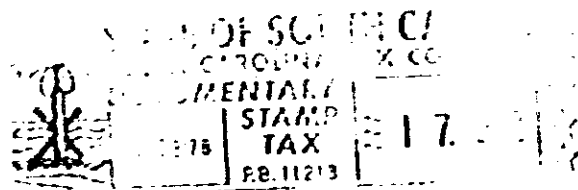
WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-four Thousand Eight Hundred and No/100 (\$44,800.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 27, 1978 (herein "Note"), providing for monthly installments of principal and interest with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 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 piece, parcel or lot of land situate, lying and being on the northern side of Holly Circle and being known and designated as Lot #119 of PINE BROOK Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 4X at pages 48 and 49 and having such metes and bounds as shown thereon. Reference to said plat being made for a more complete description.

LESS, HOWEVER, that certain portion of property deeded to R. M. Wilder by deed recorded in the RMC Office for Greenville County in Deed Book 1068 at page 422 on November 15, 1977. This conveyance is subject to all restrictions, set-back lines, roadways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

This being the same property conveyed to the Mortgagors herein by deed of Andrew and Mary E. Snow of even date herewith, to be recorded.



GCTO 3 DE 28 78

which has the address of 119 Holly Circle, Rt. 14 Greenville, S.C. 29607 (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.

0930

4328 RV-2