MORTGAGE

THIS MORTGAGE is made this 15th day of November 19.79, between the Mortgagor, Ralph E. Carrel and Dorothy N. Carrel (herein "Borrower"), and the Mortgagee. HERITAGE Independent the laws of the United States of America whose address is 201 West Main Street, Laurens, S.C. 29360. (herein "Lender").

WHEREAS Reprover is indebted to Lender in the principal sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated. November 15, 1979 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ... April 1, 2005

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 tract of land with improvements thereon, lying, being and situated in the State of South Carolina, County of Greenville, on the Southern side of Heritage Drive containing 2.26 acres, and being known as Tract 13 of Heritage Estates reflected on plat made by J. L. Montgomery III, R.L.S., dated January 31, 1978, said plat being recorded in the R.M.C. Office for Greenville County in Plat Book 7C, Page 77, and being more fully described in accordance with said plat, to-wit:

BEGINNING at an iron pin on the Southern side of Heritage Drive, joint front corner with Tract 11, and running thence S. 5-16E. 384.99 feet to an iron pin; thence S. 80-03 W. 30 feet to an iron pin; thence S. 13-05 W. 224.48 feet to an iron pin; thence N. 60-27 W. 105 feet to an iron pin; thence along Tract 15, N. 6-45 W. 530.5 feet to an iron pin on South side of Heritage Drive; thence along Heritage Drive, N. 81-45 E. 200.3 feet to an iron pin, being the point of beginning.

This being the same property heretofore conveyed to the Mortgagor by deed of Melvin K. Younts to be recorded simultaneously herewith.

which has the address of Heritage Drive, Route 2, Fountain Inn,

[Street] [C-ty]

S. C. 29644 (herein "Property Address"):

[State and Zip Code]

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 casements, rights, appurtenances, tents, 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, casements or restrictions [4] listed in a schedule of exceptions to coverage in any title insurance policy insuring I ender's interest in the Property.

SOUTH CAROLINA I to 4 family 6 75 FNMA, FHEMC UNIFORM INSTRUMENT