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MORTGAGE

THIS MORTGAGE is made this 11th day of July, 1980, between the Mortgagor, Bernard A. Heath, Jr. and Arleen N. Heath (herein "Borrower"), and the Mortgagee, FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of SOUTH CAROLINA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

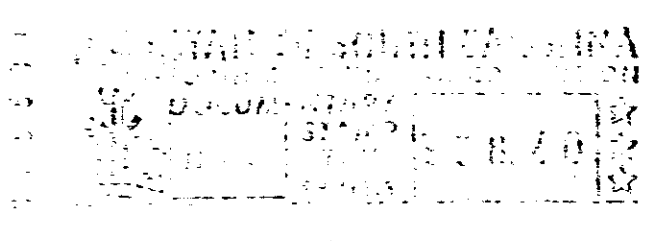
WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-One Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 11, 1980 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 1, 2010;

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 on the N.E. side of Perrin Street, being shown as the major portion of lot No. 2 on plat of the property of Ed B. Smith made by Pickle and Pickle January 15, 1946, recorded in Plat Book No. "S" at Page 23, and being shown on Plat of property of Bernard A. Heath, Jr. dated July 7, 1980 and recorded in Plat Book 8C, Page 29. Said Plat is specifically referred to for a more complete property description. Also all my right and easement to use a joint 10 foot driveway running along lots 2 and 3.

This conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat(s) or on the premises.

DERIVATION: See Deed from Kathleen Smith Lewis dated November 8, 1976, recorded in the R.M.C. Office for Greenville County in Deed Book 1049, Page 850; Deed from James Reaves Smith dated September 10, 1976 recorded in Deed Book 1049, Page 851; Deed from Edward Gerald Smith dated December 23, 1976 recorded in Deed Book 1049, Page 883. And see Estate File of Ed B. Smith in Greenville County Probate Court, Apartment 1181, File 15.



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which has the address of 106 Perrin St., Greenville, (Street) (City) S.C. (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 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.

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