

JUN 9 10 42 AM '83
DONNIE S. RILEY

80-1510-722

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Boyd A. Heath and Judy A. Heath

(hereinafter referred to as Mortgagor) is well and truly indebted unto Bank of Travelers Rest

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Twenty Nine Thousand and No/100-----

Dollars (\$ 29,000.00) due and payable
in monthly installments of Three Hundred Seventy-Six and 09/100 (\$376.09) Dollars commencing July 5, 1983 and Three Hundred Seventy-Six and 09/100 (\$376.09) Dollars on the fifth day of each and every month thereafter until paid in full.

with interest thereon from date hereof at the rate of 13-1/2% per centum per annum, to be paid: monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) 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:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

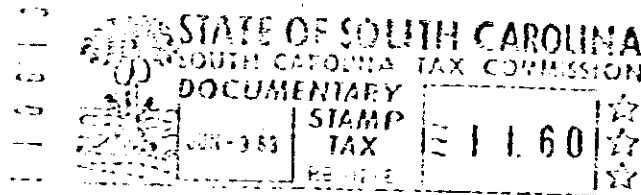
ALL that piece, parcel or lot of land situate, lying and being north of Travelers Rest, in the County of Greenville, State of South Carolina, and being shown and designated on a survey for the Grantees prepared by W. R. Williams, Jr., on July 11, 1980, and according to said plat, which is to be recorded contemporaneously herewith, having the following metes and bounds, to-wit:

BEGINNING at a nail and cap in the center of S.C. Highway 414 approximately one-third of a mile north of the intersection of S.C. Highway 414 and Talley Bridge Road being bounded by C. Douglas Wilson; thence with the center of S.C. Highway 414, N. 53-15 E. 285.6 feet to a nail and cap; thence with the property of the Grantors, S. 22-12 E. 124.5 feet to a spike; thence S. 5-59 E. 142.5 feet to a spike; thence S. 3-43 E. 115.2 feet to a spike; thence S. 35-0 E. 106.8 feet to a spike; thence S. 64-49 E. 62.6 feet to an iron pin; thence S. 77-34 W. 115 feet to an iron pin; thence N. 29-07 W. 389.4 feet to a nail and cap in the center of S.C. Highway 414 which is the beginning corner, containing 2.2 acres, more or less.

Derivation: William O. Heath, Deed Book 1132, at Page 492, recorded September 3, 1980.

At the option of the mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

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

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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