

MORTGAGE

VOL 1670 PAGE 644

GREENVILLE S.C.
THIS MORTGAGE is made this 19th day of June 1984, between the Mortgagor, Thomas G. Toney and Sarah Ann Toney (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").

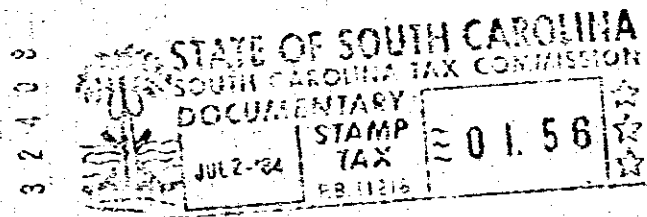
WHEREAS, Borrower is indebted to Lender in the principal sum of FIVE THOUSAND TWO HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated June 19, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 1989

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 lot of land lying and being in Fairview Township, Greenville County, State of South Carolina, located on the Southeast side of the Georgia Road, West from Simpsonville, adjoining lands of H. Miller Moore and other lands of grantor and having according to a survey in plat made by C. O. Riddle, Surveyor, on October 9, 1959, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Georgia Rd. and in the center of Moore road and running thence along the northwest side of Georgia Road N. 46-45 E. 150 feet to an iron pin in edge of Georgia Road; thence S. 48-33 E. 284.7 feet to an iron pin; thence S. 41-27 W. 149.4 feet to an iron pin; thence N. 48-33 W. 298.6 feet to the beginning corner and Moore Road and being a portion of the same tract conveyed to J. C. Spillers by Lala F. Putman by deed dated February 5, 1940 and recorded in Vol. 218, at page 202 in the Greenville County RMC Office.

Deed from J.C. Spillers dated Oct 31, 1959 Recorded March 22, 1960, Volume 647 Page 46



4.0001 1400 11 09 84

which has the address of Acre on W. Georgia Rd Simpsonville (City) SC 29681 (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 seized 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.

328 (W. 2)