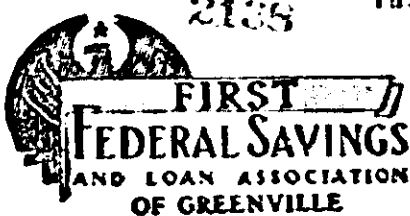


Mortgagee's mailing address: 301 College St., Greenville, S. C. 29601

First Federal Savings and Loan Association of Greenville, S. C.

FILED GREENVILLE CO. S. C. MAR 31 9 45 AM '80 DONNIE S. TAMMERSLEY R.M.C.



Witness *[Signature]* Vice President

State of South Carolina

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Heritage Homes, Inc.

(hereinafter referred to as Mortgagee) (SEEN RECEIPTS)

WHEREAS, the Mortgagee is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Ninety Six Thousand and 00/100 \$ 96,000.00

Does as evidenced by Mortgagee's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest monthly according to the terms of Note of even date

such to be due and payable one (1) year after date, and

WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable, and said holder shall have the right to institute any proceedings upon said note and any collateral given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings, and

WHEREAS, the Mortgagee may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagee's account for the payment of taxes, insurance premiums, repairs, or for any other purpose.

035

4328 IV.3