THIS, MORTGAGE is made this.

19 84. , between the Mortgagor, DOUGLAS S. RETFORD and BILLIE D. RETFORD

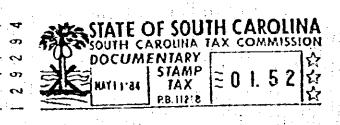
(herein "Borrower"), and the Mortgagee ... HERITAGE

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").

BEGINNING at a corner on the southwestern edge of Brookmere Road at the joint front corner of Lots 145 and 146 and running thence S. 18-43 W 159.22 feet to a point; thence N. 71-13 W. 80.0 feet to a point; thence along a line of Lot 147 N. 18-43 E. 159.19 feet to the southwestern edge of Brookmere Road; thence along the southwestern edge of Brookmere Road S. 71-17 E. 80.0 feet to the Beginning corner.

This being a second mortgage and junior in lien to that mortgage given by mortgagors herein to mortgagee herein, dated June 30, 1978, and recorded in the RMC Office for Greenville County, SC, in Mortgage Book 1436 at Page 816 on June 30, 1978, to secure the original principal sum of \$26,800.00.

This being the same property conveyed to Mortgagors herein by deed of Charles W. Franks and Kay W. Franks recorded June 30, 1978, in the RMC Office for Greenville County, SC, in deed book 1082 at Page 250.



South Carolina 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 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.

4.000

SOUTH CAROLINA-1 to 4 Family-6/75-FNMA/FHEMC UNIFORM INSTRUMENT

THE PROPERTY OF THE PROPERTY O

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