FILED GREENVILLE CO. S. C.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

And Market Market Market

CONNIE S. TANKERSLEY

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

WE, CURTIS R. HEATON and CAROLYN G. HEATON,

(hereinafter referred to as Mortgagor) is well and truly indebted unto

SOUTHERN BANK & TRUST COMPANY

(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

TWO THOUSAND THREE HUNDRED & NO/100 ------Dollars (\$ 2,300.00) due and payable

Per terms of note of even date herewith.

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 Greenville, and being known and designated as Lot No. 20 of Ebenezer Heights Subdivision, and, according to a plat prepared of said Subdivision by W. R. Williams, Jr., R.L.S., July, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4J, at Page 85, having the following courses and distances, to-wit:

BEGINNING at a point on the edge of Thunder Road, joint front corner of Lots Nos. 19 and 20, and running thence with the line of said lots, S. 20-58 W. 244.5-feet to an iron pin; thence S. 62-32 E. 114.8-feet to an iron pin; thence, N. 20-58 E. 259.8-feet to a point on the edge of Thunder Road; thence running with said road, N. 70-13 W. 114-feet to a point on theedge of Thunder Road, the point of beginning.

This being the same property conveyed to the mortgagors by deed of Brown Enterprises of S.C., Inc. as recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 938, at Page 394, 7-10-72.

This mortgage being junior to the mortgage to Farmers Home Administration as recorded in the R.M.C. Office for Greenville County in Mortgage Book 1240, at Page 387, and having an approximate balance of \$16,188.79. Said mortgage being recorded on July 10, 1972.

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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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