Post Office Drawer 408
Greenville, South Carolina 29602

MORTGAGE

THIS MORTGAGE is made this 15th day of November, 19 83, between the Mortgagor, Heritage Homes, Inc. (herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of One Hundred Fifty Thousand Four Hundred and No/100 ($150,400.00) Dollars, which indebtedness is evidenced by Borrower's note dated November 15, 1983, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 15, 1984;

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 in the State of South Carolina, County of Greenville, being known and designated as Lot Number 45 of Stratton Place Subdivision, as shown on plat prepared by Piedmont Engineers & Architects, dated July 10, 1972, recorded in Plat Book 4-R at Pages 36 and 37 of the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwest side of Whittington Drive at the joint front corner of Lots 44 and 45 and running thence with the common line of said lots, N 38-26 W 148 feet to an iron pin in line of property of Gibson and at the joint rear corner of Lots 44 and 45; thence with the line of lot 45, N 26-19 E 177.95 feet to an iron pin and a point in line of property reserved for recreational facilities; thence running, S 43-13 E 248.1 feet to a point in line of a 15-foot right of way; thence running S 45-51 W 122.64 feet to an iron pin on the northern side of the turn-around of Whittington Drive; thence with the curvature of said Drive, the chord of which is, N 72-07 W 33 feet and S 62-40 W 42 feet to the point of beginning.

This is the identical property conveyed to the Mortgagor herein by Robert H. Burnett and Mary P. Burnett by Deed to be recorded simultaneously herein.

which has the address of 133 Whittington Drive (Street) Greenville (City),

South Carolina 29615 (State and Zip Code) (herein "Property Address");

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.

SOUTH CAROLINA — 1 FAMILY — FNMA/FHLMC UNIFORM INSTRUMENT

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