

MORTGAGE

THIS MORTGAGE is made this 19th day of April 1984, between the Mortgagor, J. C. Duncan (herein "Borrower"), and the Mortgagee, First Atlanta Mortgage Corporation, a corporation organized and existing under the laws of The State of Georgia, whose address is 615 Peachtree Street NE, Atlanta Georgia 30308 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty Thousand and No/100 (\$50,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated April 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 May 1, 2014.

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 unit, situate, lying and being known and designated as Unit 31-C of Sugar Creek Villas Horizontal Property Regime as is more fully described in Declaration (Master Deed) dated September 15, 1980 and recorded in the RMC Office for Greenville County on September 15, 1980 in Deed Book 1133 Page 365 through 436, inclusive, and survey and plot plan recorded in Plat Book 7-X at Page 40, as amended by First Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime dated February 25, 1981 and recorded in Deed Book 1143, Page 305 through 319, inclusive, as amended by Second Amendment to Declaration (Master Deed) of Sugar Creek Horizontal Property Regime dated August 27, 1981 in Deed Book 1154 at Pages 210 through 219, inclusive, as amended by Third Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded May 28, 1982 in Deed Book 1167, Pages 654 through 660, inclusive, as amended by Fourth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Regime, recorded on June 11, 1982 in Deed Book 1168 at Pages 451 and 452, and as amended by Fifth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Regime, recorded on May 6, 1983 in Deed Book 1187 Pages 780 through 792, inclusive, and as amended by Sixth Amendment to Declaration (Master Deed) of Sugar Creek Villas Horizontal Property Regime, recorded in the RMC Office for Greenville County on April 12, 1984 in Deed Book 1210 at Pages 325 through 336, inclusive.

This being the identical property conveyed to the mortgagor herein by deed of Cothran and Darby, INC, dated April 19, 1984 and recorded in Deed Book 1210 Page 907.

THE CALL OPTION RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HERewith IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS DEED TO SECURE DEBT AS IF THE RIDER WERE A PART OF HEREOF.

THE CONDOMINIUM RIDER ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREIN IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS DEED TO SECURE DEBT AS IF THE RIDER WERE A PART OF HEREOF.

which has the address of 31-C Tanager Court Greer South Carolina 29651 (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 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.