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GREENVILLE
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First Federal of South Carolina
Post Office Box 408
Greenville, South Carolina 29602

MORTGAGE

THIS MORTGAGE is made this 22nd day of July 1983, between the Mortgagor, Larry A. Phillips and S. Susan Phillips, (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 \$15,624.29 (Fifteen Thousand Six Hundred Twenty Four and 29/100 -- Dollars), which indebtedness is evidenced by Borrower's note dated July 22, 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 July 30, 1993.

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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated at Lot No. 103 of a subdivision known as Canebrake I and shown on plat thereof being recorded in the RMC Office for Greenville County in Plat Book 5-P at Page 28 and having, according to said plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the northwestern side of Bunker Hill Road, joint front corner of Lots Nos. 103 and 104 and running thence with the northwestern side of Bunker Hill Road N. 43-14 E. 74.23 feet to an iron pin at the intersection of Bunker Hill Road and Saratoga Drive; thence with the curvature of said intersection the chord of which is N. 6-09 W. 34.18 feet to an iron pin on the southwestern side of Saratoga Drive; thence with the southwestern side of Saratoga Drive N. 54-00 W. 110.50 feet to an iron pin at the joint corner of Lots Nos. 102 and 103; thence with the line of Lot 102 S. 48-00 W. 82.00 feet to an iron pin at the joint rear corner of Lots Nos. 103 and 104; thence with the joint line of said lots S. 46-26 E. 142.36 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of J. A. Bolen as Trustee for James W. Vaughn, J. A. Bolen and College Properties, Inc., trading as Batesville Property Associates, II a joint venture and recorded in the RMC Office for Greenville County on 11/06/78 in Deed Book 1091 at Page 384.

This is a second mortgage and is Junior in Lien to that mortgage executed by Larry A. and S. Susan Phillips which mortgage is recorded in RMC Office for Greenville County on 11/06/78 in Book 1449 at Page 437.

which has the address of 119 Bunker Hill Road, Greer,
S. C. 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 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 —

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