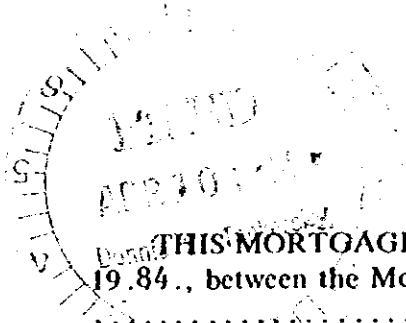


MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 12,451.13



THIS MORTGAGE is made this 27th day of February 1984, between the Mortgagor, James F. Sullivan and Kathy A. Sullivan (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty three thousand, eight hundred twenty four dollars and 80/100 Dollars, which indebtedness is evidenced by Borrower's note dated Feb. 27, 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 March 5, 1994.

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 situate, lying and being in the State and County aforesaid, Oneal Township, about five miles north of Greer, S.C. lying north from the Gap Creek Road, being bounded on the north by lands formerly of Melvin Haney, on the east by lands of Hattie Roe Henderson on the south by other lands of ourselves and on the west by lands formerly of Dan L. Ray, Sr. and being the same lot conveyed to us by deed recorded in the office of the R.M.C. for Greenville County in Deed Book 494 at page 485, and having the following courses and distances, to wit:-

Beginning on an iron pin on the Hattie Roe Henderson line, joint corner of the lot retained by us, and runs thence with the common line of the Henderson land and of the lot being conveyed, N. 7-40 E. 327 feet to an old iron pin, joint corner of the former Haney land; thence with the common line of the Haney land, N. 75-15 W. 169 feet to an iron pin on the Haney line; thence with the former Dan L. Ray Sr. line, S. 7-40 W. 387 feet to an iron pin, old corner, and being the joint corner of the lot being retained by us; thence with the dividing line of the two lots, NE 83-49 E. 168.3 feet to the beginning corner, containing One and Thirty Six One-hundredths (1.36) acres, more or less.

The entrance to the above describer lot is provided for by using the present driveway along and parallel with the Henderson line, our present driveway is continued along with and parallel to the Henderson line and is to go with the above described lot.

The grantees herein also agree that if and when they should desire or need to dispose of the above described lot that the grantors are to be given the refusal of buying the said property.

This is that same property conveyed by deed of Robert L. and Margaret R. Atkins to James F. and Kathy Sullivan, dated 6-24-72, recorded 8-17-72, in volume 952 at page 230 of the RMC Office for Greenville County, SC

Less, All that lot of land in the State of South Carolina, County of Greenville, in the Oneal Township, adjoining the 1.36 acre tract of the Grantors and being described as a "driveway along and parallel with the Henderson line" in a deed recorded in Deed Book 952 at page 230. The intent of this deed is to abolish the driveway easement as therein located inasmuch as the Grantees are conveying to the Grantors by deed of even date herewith another 12 foot wide strip of land suitable for driveway purposes.

The driveway easement herein released is a portion of the property conveyed to the Grantors by deed to Robert L. Atkins and Margaret R. Atkins, recorded on August 17, 1972 in Deed Book 952 at page 230.

This is that same property conveyed by deed of James F. Sullivan and Kathy A. Sullivan to Robert L. and Margaret R. Atkins, dated 9-10-81, recorded 9-11-81, in volume 1154 at page 963 of the RMC Office for Greenville County, SC. Rt. 9 Box 513 Greer

S.C. 29651 (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.

