

MORTGAGE

THIS MORTGAGE is made this 10th day of August 1984, between the Mortgagor, J. Metz Looper and Ruth B. Looper (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 One Hundred Thirty-Five Thousand and No/100 Dollars, which indebtedness is evidenced by Borrower's note dated August 10, 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 August 10, 1991

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:

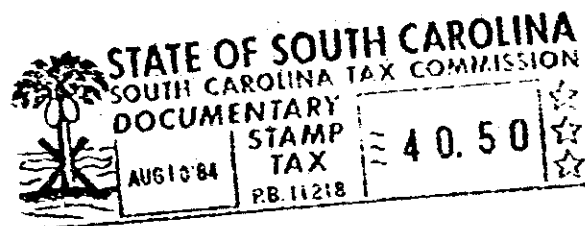
ALL those certain pieces, parcels or lots of land situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 156, 157 and 158 of Section III of WESTCLIFFE Subdivision as shown on a plat thereof recorded in the RMC Office for Greenville County in Plat Book JJJ at Pages 72, 73, 74 and 75, and also shown on plat prepared by Jones Engineering Service, dated May 22, 1969, recorded in the RMC Office for Greenville County in Plat Book 4-C at Page 31, reference to which is hereby craved for a metes and bounds description thereof.

THIS is the same property as that conveyed to the Mortgagors herein by the following deeds: Deed of B. E. Huff to J. Metz Looper and Ruth B. Looper recorded in the RMC Office for Greenville County in Deed Book 879 at Page 412 on November 17, 1969; deed of B. E. Huff to J. Metz Looper recorded in said RMC Office in Deed Book 906 at Page 177 on January 11, 1971; and deed from J. Metz Looper to Ruth B. Looper for one-half interest recorded in said RMC Office in Deed Book 1145 at Page 631 on April 3, 1981.

THIS is a second mortgage subject to that certain first mortgage to Fidelity Federal Savings and Loan Association (n/k/a American Federal Bank, FSB) recorded in the RMC Office for Greenville County in Mortgage Book 1136 at Page 32 on September 5, 1969 in the original amount of \$32,000.00.

THE mailing address of the Mortgagee herein is P. O. Box 1268, Greenville, S. C. 29602.

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which has the address of 5 Saluda Lake Circle, Greenville (Street) (City) South Carolina 29611 (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 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.

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