

MORTGAGE

THIS MORTGAGE is made this 12th day of September, 1984, between the Mortgagor, Billy W. Roberts, (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 Twenty Five Thousand Eighty Six and 53/100 Dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 9-30-94.....;

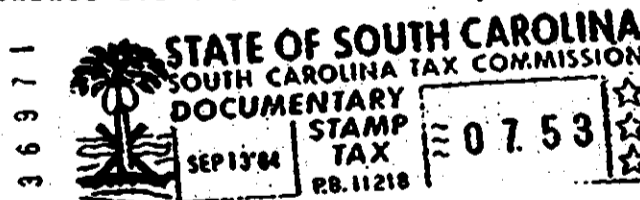
TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein 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 tract of land located, lying and being on the northwestern side of Hawks Nest Road near Marietta, in the County of Greenville, State of South Carolina and shown and designated as Tract #7 on a plat prepared by W. R. Williams, Jr., P. E./L. S. entitled "Property of Walker Properties" recorded in the R.M.C. Office for Greenville County in Plat Book 7A at Page 1 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at a point in the center of Slater Road at the joint front corner of Tract #7 and Tract #6 as shown on said plat running along the center of Slater Road S. 84-22 W. 100 feet; S 85-52 W, 100 feet; N 77-43 W, 100 feet; N 55-31 W, 100 feet; N 58-51 W, 100 feet; N 42-32 W, 100 feet; N 17-46 W, 100 feet; N 0-39 W, 100 feet; N 1-59 E, 200 feet; N 2-59 E, 100 feet; and then running N 10-86 W, 19.3 feet; to a point in the center of Slater Road this point being a joint corner with Tract #4 and Tract #7, then continuing S 50-49 E, 338.6 feet to an iron pin, and then S 45-31 E, 318.5 feet to an iron pin at the joint corner of Tracts 5, 6 and 7, then running S 14-08 E, 271.6 feet to the point of beginning.

Being the same property conveyed to mortgagor by deed of Wilson Farms Company, a General Partnership, dated September 22, 1982 and recorded in the RMC Office for Greenville County on October 4, 1982 in Deed Book 1175 at Page 82.

This mortgage is junior in lien to the mortgage of Bill W. Roberts and Dorothy M. Roberts given in favor of First Union Mortgage Corporation, dated January 27, 1984, and recorded in the RMC Office for Greenville County on January 27, 1984 in Book 1645 at Page 650.



Loan # 02 333139 5

which has the address of Hawks Nest Road Marietta,
(Street) (City)
South Carolina (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.