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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 9,
1984. The mortgagor is TOWNES B. JOHNSON COMPANY, INC.,
 ("Borrower"). This Security Instrument is given to First Federal
Savings and Loan Association of South Carolina
 under the laws of the United States of America, which is organized and existing
 and whose address is 301 College Street,
Greenville, South Carolina 29601 ("Lender").

Borrower owes Lender the principal sum of Eighty-Four Thousand and No/100
Dollars (U.S. \$84,000.00-). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on October 9, 1985. This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
 and the Note. For the purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and
 assigns the following described property located in Greenville County, South Carolina:

ALL that certain piece, parcel or lot of land, together with all improve-
 ments thereon, or hereafter to be constructed thereon, situate, lying
 and being in the County of Greenville, State of South Carolina, and
 being known and designated as Lot No. 46 of Brookfield West, Section II,
 as shown on plat thereof recorded in the RMC Office for Greenville Coun-
 ty, S. C. in Plat Book 7-X, at Page 88, and having, according to said
 plat, the following metes and bounds:

BEGINNING at an iron pin on the Northeastern side of Brynhurst Circle,
 at the joint front corner of Lots Nos. 45 and 46, and running thence
 with the joint line of said lots, N. 27-30 E. 126.03 feet to an iron
 pin in the line of Brookfield West, Section I; thence with the line of
 Brookfield West, Section I, S. 50-11 E. 154.14 feet to an iron pin at
 the joint rear corner of Lots Nos. 46 and 47; thence with the joint line
 of said lots, S. 49-36 W. 153.11 feet to an iron pin on the Northeastern
 side of Brynhurst Circle; thence with the Northeastern side of Brynhurst
 Circle, the following courses and distances: N. 45-17-35 W. 46.95 feet
 to an iron pin; thence a chord of N. 26-25-38 W. 59.11 feet to the point
 of beginning.

This is the identical property conveyed to the Mortgagor herein by deed
 of The Vista Co., Inc. and Dee A. Smith Company, Inc., dated October 9,
 1984, and recorded in the RMC Office for Greenville County, S. C. in
 Deed Book 1223, at Page 793, on October 10, 1984.

which has the address of Lot 46, Brynhurst Circle Greenville
[Street] [City]
 South Carolina 29615 ("Property Address");
[Zip Code]

TO HAVE AND TO HOLD such property 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 rights and stock and all fixtures now or hereafter a part of the property. All
 replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this
 Security Instrument 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 and that the Property is unencumbered, except for encumbrances of record.
 Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
 limited variations by jurisdiction to constitute a uniform security instrument covering real property.

