MORTGAGE

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THIS MORTGAGE is made this	
19 84 between the Mordagor(s) William R. & Carey A. Holdford	
40 N. Heron Drive, Fountain Inn, 29644	
Security Pacific Finance Corp.	
(herein "Borrower), and the Mortgagee,	
(herein called "Lender").	

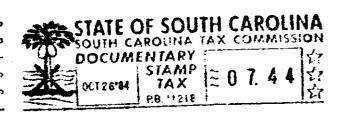
which indebtedness is evidenced by Borrower's note dated October 22, 1984 and extensions and renewals thereof (herein "Note"), with the balance of the indebtedness, if not sooner paid, due and payable on October 26, 1984 and the 26th of each month thereafter, not to exceed October 26, 1994.

TO SECURE to Lender 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, 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.

ALL that certain piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on North Heron Drive and being known and designated as Lot No. N-40 WHIPPOORWILL, Section 6-N, Plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 4-R, Page 49, reference to which is hereby craved for the metes and bounds thereof.

This conveyance is subject to all restrictions, setback lines, road-ways, zoning ordinances, easements and rights of way appearing on the property and/or of record.

The above described property is the same property conveyed to the Grantor herein by deed by Jane M. Hairston, conveyed to William Roger Holdford and Carey Ann Holdford, by deed dated May 18, 1982, and recorded in the RMC Office for Greenville County, South Carolina, on May 19, 1982, in Deed Book 1167, at page 111.



which has the address of 40 N. Heron Drive

Fountain Inn

South Carolina, 29644 (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 and rents, all of which 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 hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Taxes, Assessments, and Charges. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.

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