MORTGAGE

THIS MORTGAGE is made this 29th day of FEBRUARY

19.80, between the Mortgagor, THOMAS C. BETHUNE, JR., AND MARY S. BETHUNE

(herein "Borrower"), and the Mortgagee, First Federal Savings and Loan Association, 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 FIFTY THOUSAND FIVE HUNDRED NINETY-SIX AND 39/100--- Dollars, which indebtedness is evidenced by Borrower's note dated FEBRUARY 29, 1980 (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, 2004...;

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, at the southwesterly intersection of Merrifield Court and Castlewood Drive, being known and designated as Lot No. 106, on plat entitled "Final plat Revised, Map # 1, Foxcroft, Section II", as recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4N, at pages 36 and 37, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Merrifield Court, said pin being the joint front corner of Lots Nos. 105 and 106, and running thence with the common line of said lots, S. 22-35 W. 180.9 feet to an iron pin, the joint rear corner of Lots Nos. 105 and 106; thence S. 63-35 E. 158.1 feet to an iron pin on the northwesterly side of Castlewood Drive; thence with the northwesterly side of Castlewood Drive, N. 30-48 E. 70 feet to an iron pin; thence continuing with said Drive N. 36-02 E. 70 feet to an iron pin at the intersection of Castlewood Drive and Merrifield Court; thence N. 6-41 W. 34.5 feet to an iron pin on the southwesterly side of Merrifield Court; thence with the southwesterly side of Merrifield Court, N. 56-34 W. 84 feet to an iron pin; thence continuing with said Court N. 61-51 W. 85 feet to an iron pin, the point of beginning.

Derivation: Deed Book 1121, Page 464 - Laurence Jay Cohen, et. Al. _ 313180

which has the address of _______302 Castlewood Drive, Foxcroft Greenville

S. C. 29615 (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, 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.

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-SOUTH CAROLINA - 1 to 4 Family-6 75-FNMA/FHLMC UNIFORM INSTRUMENT (with amendment adding Para 24)

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