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MORTGAGE

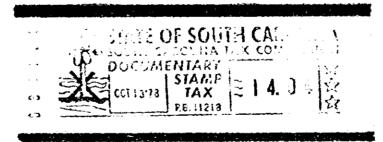
THIS MORTGAGE is made this 12th Larry E. Poole	day of October , and Charlotte M. Poole
, (herein	"Borrower"), and the Mortgagee, First Federal
Savings and Loan Association, a corporation organ of America, whose address is 301 College Street, G	nized and existing under the laws of the United States Freenville, South Carolina (herein "Lender").

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 _________, State of South Carolina:

All that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 107 on plat of Berea Forest, Section 2, recorded in Plat Book 4N at pages 76 and 77 and having the following courses and distances:

BEGINNING at an iron pin on Berea Forest Circle, joint front corner of Lots 107 and 108 and running thence with the joint line of said lots, S. 60-15 E. 130.0 feet to an iron pin, joint rear corner of said lots; thence along the rear line of Lot 107, N. 29-45 E. 90 feet to an iron pin; thence along the joint line of Lots 106 and 107; N. 60-15 W. 130 feet to an iron pin on Berea Forest Circle; thence along the Circle, S. 29-45 W. 90 feet to an iron pin, the point of beginning.

Being the same property conveyed by JHJ Corporation by deed recorded herewith.



which has the address of	Berea Forest Circle, Greenville,	South Carolina	
	(Street)	(Q(2)	

(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.

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

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F. Commission of the Commissio