Post Office Box 408

ASSEGReenville, South Carolina 29602

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MORTGAGE

010-320631-1

THIS MORTGAGE is made this 2nd day of December 19_83, between the Mortgagor, Richard A. Woodall and Linda D. Woodall 19_83, between the Mortgagor, (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 \$17,189.88 (Seventeen Thousand One Hundred Eighty Nine and 88/100 --- Dollars, which indebtedness is evidenced by Borrower's note usured December 2, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 30,1993;

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 certain piece, parcel or lot of land with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, on the south-western side of LaJaun Drive, and being known and designated as Lot No. 19 according to a plat entitled Stratford, Section II, prepared by Campbell and Clarkson Surveyors, Inc. dated September, 1975, and recorded in the Greenville County RMC Office in Plat Book 5D at Page 90, with reference to said plat being hereby craved for the metes and bounds description of said lot.

This being the same property conveyed to the mortgagor by deed of A. J. Prince Builders Inc. and recorded in the RMC Office for Greenville County on 04/27/79 in Deed Book 1101 at Page 340.

This is a second mortgage and is Junior in Lien to that mortgage executed by Richard A. Woodall and Linda D. Woodall which mortgage is recorded in the RMC Office for Greenville County on 04/27/79 in Book 1464 at Page 517.

This property is subject to a real property agreement in the name of Richard A. Woodall and Linda D. Woodall with Southern Bank and Trust Co. recorded 11/04/80 in Book 1136 at Page 726.

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South Carolina 29611 (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 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 Para. 24)

A. CCI