THIS MORTGAGE is made this 12th day of May 19.73, between the Mortgagor, Richard L. Ayers (herein "Borrower"), and the Mortgagee, Security Federal Savings and Loan Association, a corporation organized and existing under the laws of South Carolina , whose address is E. Camperdown Way, Greenville, South Carolina (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of Thirty Thousand Four Hundred and No/100 Dollars, which indebtedness is evidenced by Borrower's note of

even date herewith (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on ....May 10, 2003

All that piece, parcel or lot of land, lying on the Eastern side of South Carolina Highway 14, in the Five Forks Community, North of the Town of Simpsonville, County of Greenville, State of South Carolina, containing 2.5 acres, more or less, and having the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of the right-of-way of Highway 14, at the joint corner of property now or formerly of Dr. Thomas and running thence with the Thomas line, N. 83-08 E. 323.7 feet to an iron pin; thence still with the Thomas line, S. 9-24 E. 352.3 feet to an iron pin; thence along the line of other property of the grantor, S. 87-24 W. 352.6 feet to an iron pin on the Eastern side of right-of-way of Highway 14; thence along side of said Highway N. 4-36 W. 325.¢ feet to an iron pin at the point of beginning.

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 in the event 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 easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.