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MORTGAGE

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| between the Mortgago | | | | | |
| and the Mortgagee, | -na - mornat cavilloc a | | 00117101101 | (he | rein "Borrower") |
| and the Mortgagee, | BELL FEDERAL SAVINGS A | ND LOAN ASS | OCIATION OF | INMAN | , a corporation |
| organized and existing is 24 South Main | under the laws of | South C | arolina | | , whose address Therein "Lender") |
| | er is indebted to Lend | | | | |
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and no/100 (\$15,000.00) 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 January 1, 2008

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 SPARTANBURG South Carolina: All that piece, parcel or tract of land containing 2.1 acres being known and designated as property of Hugh Kemp and Annette T. Kemp by Wolfe and Huskey, Inc., R.L.S. on September 26, 1973 to be recorded herewith and according to said plat having the following metes and bounds, to-wit:

BEGINNING at an old nail in the center of Cockeral Road and running thence along the center of said road S. 73-00 E. 247 feet to a rr spike; thence, S. 06-30 E. 467.3 feet to an iron pin; thence, N. 88-54 W. 140.55 feet to an old iron pin; thence, N. 15-33 W. 554.1 feet to the beginning corner.

THIS conveyance is subject to the right-of-way of said Cockeral Road.

THIS conveyance is a portion of the property conveyed to Arrie C. Kemp by deed of Nancy Jane Campbell on January 12, 1960 and duly redorded in Deed Book 643 at page 351 on January 29, 1960 and a portion of the property conveyed to Robert Hugh Kemp by deed of Arrie C. Kemp on September 18, 1972, and duly recorded in Deed Book 955 at page 329 on September 18, 1972 and the renunciation of the life estate of Arrie C. Kemp and Thomas L. Kemp by deed to be recorded herewith.

- SECOND PRINCIPLE OF DUDIES

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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.