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MORTGAGE

THIS MORTGAGE is made this 24th day of December 1980, between the Mortgagor, Walter Franklin Kerns and Hazel S. Kerns (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 Four Thousand, Five Hundred Dollars and No/100 (\$4,500.00) Dollars, which indebtedness is evidenced by Borrower's note dated December 24, 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 January 1, 1985.

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 _______ Greenville ______, State of South Carolina:

All that certain piece, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Austin Township, being known and designated as lot No.64 in the Subdivision known as Eastdale Subdivision, Plat of said subdivision being recorded in the Greenville County RMC Office, and being more fully described as follows:

BEGINNING at an iron pin on the south side of Hickory Lane, joint corner with lot No. 63 and running thence along said lot S. 15-00 W. 200 feet to an iron pin; thence S. 75-00 E. 100 feet to an iron pin; thence N. 15-00 E. 200 feet to an iron pin on Hickory Lane; thence along said drive N. 75-00 W. 100 feet to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Florrie E. Greer, and recorded in the RMC Office for Greenville County, on June 15, 1964, in Deed Book 751, and page 87.

This is a second mortgage and is junior in lien to that mortgage executed by Walter Franklin Kerns and Hazel S. Kerns, in favor of First Federal Savings and Loan, which mortgage is recorded in RMC Office for Greenville County in Book 962, and page 13.

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which has the address of _____306 Hickory Lane

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South Carolina 29662 (herein "Property Address");

TO HAVE ANDTO 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/FHLNC UNIFORM INSTRUMENT (with amendment adding Para, 24)

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