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MORTGAGE

DONNIE ERSLEY

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, situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot 129 on a plat of Berea Forest, Section 2, recorded in RMC Office for Greenville County in Plat Book 4-N at Pages 76 and 77, and having, according to said Plat the following metes and bounds:

BEGINNING at an iron pin on the southwestern side of Berea Forest Circle, joint front corner of Lots 129 and 130, and running thence with the common line of said Lots, S 77-33 W, 130 feet to an iron pin; thence with the rear line of Lot 129, S. 12-27 E, 90 feet to an iron pin, joint rear corner of Lots 123 and 124 thence with the common line of said Lots, N 77-33 E, 130 feet to an iron pin on Berea Forest Circle; thence with said Circle, N. 12-27 W, 90 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, set back lines, roadways, zoning ordinances, easements and rights of way, if any, affecting the above property.

This is the same property conveyed to the Grantors herein by deed of JHJ Corp., recorded August 23, 1976 in Deed Book 1041, Page 622.

This is a second mortgage and is Junior in Lien to that mortgage executed by Stanley J. Nordine and Susan M. Nordine to First Federal, which mortgage is recorded in the RMC Office for Greenville County, on August 23, 1976, in Book 1375, Page 949.

South Carolina 29611 (herein "Property Address");

(State and Zip Code)

TO HAVE AND TO HOLD unto Lender and Lender's successors

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/FRLMC UNIFORM INSTRUMENT (with amendment adding Para 24)