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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 on the western side of Chateau Drive, in the County of Greenville, State of South Carolina, being shown and designated as Lot 132 on a Plat of Merrifield Park, Section 1, recorded in the RMC office for Greenville County in Plat Book 000, at Page 177, and having, according to said Plat, the following metes and bounds:

BEGINNING at an iron pin on the western side of Chateau Drive, joint front corner of Lots 131 and 132; and running along the common line of said Lots, N. 88-20 W. 175 feet to an iron pin on the rear line of Lot 142; thence along the rear line of that lot, N. 01-40 E. 110 feet to an iron pin at the rear corner of Lot 133; thence along the line of that lot, S 88-20 E 175 feet to an iron pin on the western edge of Chateau Drive; thence along said Drive S 01-40 W. 110 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of F. Jack Ridgeway, Jr. to Glenn M. Manning & Frances L. Manning recorded May 30, 1977 in Deed Book 1057 at Page 473. Glenn M. Manning died testate on March 12, 1980 leaving his 1/2 interest to his wife, Frances L. Manning as will appear in Probate file 1599/20. Since this time Frances L. Manning has re-married and now is Frances L. Franklin.

This is a second mortgage first to none.

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which has the address of _______14 Chateau Drive

Greenville (City)

South Carolina 29607 (herein "Property Address");

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)