STATE OF SOUTH CAROLINA CR COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, NEAL ERIC CORNWELL AND DOWNA LYNN CORNWELL

KARON S. CAUDELL (hereinafter referred to as Mortgagor) is well and truly indebted unto

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Thirty Four Thousand Two Hundred Sixteen and 75/100-----

Dollars (\$ 34,216.75) due and payable

in accordance with terms of note of even date herewith

date with interest thereon from

at the rate of twelve

per centum per annum, to be paid:

monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the northwestern corner of the intersection of North Harbor Drive (formerly Hope Street) and Old Farr's Bridge Road, being known and designated as Lot No. 27, as shown on a plat of Lloyd Gilstrap, made by Dean C. Edens, August 10, 1957, and recorded in the R.M.C. Office for Greenville County in Plat Book 00, Pages 66 and 67, and having, according to said plat, the following metes and bounds, to-wit:

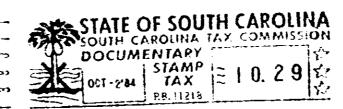
BEGINNING at an iron pin on the southwestern side of North Harbor Drive at the joint front corner of Lots 27 and 28 and running thence along said Drive S. 34-22 E., 173 feet to an iron pin in the center of Old Farr's Bridge Road; thence with the center line of said Road S. 83-14 W., 150 feet to an iron pin; thence continuing with the center line of Old Farr's Bridge Road N. 85-24 W., 189.8 feet to an iron pin at the joint rear corner of Lots 27 and 28; thence with the common line of said lots N. 59-00 E., 282 feet to the point of beginning.

This is the same property conveyed to the mortgagors by deed of mortgagee recorded simultaneously herewith.

If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an opion to purchase, Lender may, at Lender's option, declare all the sums Lender shall have waived secured by this Mortgage to be immediately due and payable. such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph and if Borrower's successor in interest has executed a written assumption agreement accented in writing by Lender, Lender shall release Paragraph from all obligations under this Mortgage and the Mortgage release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period Lender may, without further notice or demand on Borrower, invoke any

remedies permitted by law.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.