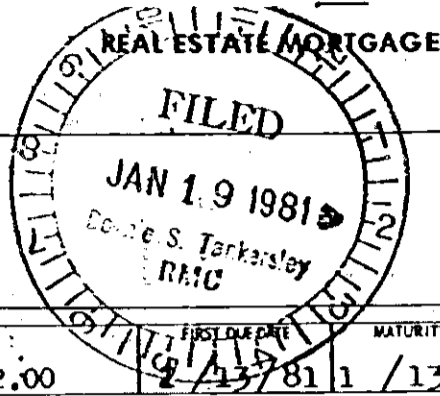


ACCOUNT NO. 1225 MORTGAGE DATE 13th 1 / 13 / 81



MORTGAGEE (NAME AND ADDRESS)

BOOK 1530 PAGE 435

USLIFE CREDIT CORPORATION PO Box 3347 Spartanburg SC 29304

MORTGAGORS (NAMES AND ADDRESS)

DAVID W AND MILDRED G BRANNON 311 Poplar Drive Greer SC 29651

AMOUNT OF NOTE	PRINCIPAL OF LOAN	SCHEDULE OF PAYMENTS	FIRST DUE DATE	MATURITY DATE
3312.00	3312.00	36 x \$92.00	2 / 13 / 81	1 / 13 / 84

RESCISSON DATE / /

STATE OF SOUTH CAROLINA } COUNTY OF GREENVILLE } ss.

In this real estate mortgage the words I, my, me and mine means anyone who signs below on those lines marked "Sign Here". You and your means USLIFE Credit Corporation. I, the mortgagor(s) (person(s) borrowing money) above named, agree that I am indebted to you the mortgagee (company loaning money) named above on my Promissory Note for the loan you made to me in the Amount of Note, Schedule of Payments shown above. I understand that I may pay the Amount of Note in any amount at any time, and if I fail to make any monthly payment you can, without giving me any advance notice or demand, require the entire amount of my Note remaining unpaid at once due and payable. I agree, because of the loan you have made to me, to give you as security for this loan, a real estate mortgage on my property as is described below. If I do not repay any amounts I may owe you, or if I break a promise I have made in any loan or credit agreement I may have with you, you can take this property and sell or dispose of this property, which is located in the County of GREENVILLE and State of South Carolina and which is described as follows: all that piece or parcel of land in Chick Springs township, County of Greenville, SC, and on the Pelham Rd having the following metes: Beginning at an iron pin on the West side of said Pelham Rd and running thence N 83 W 250ft to a branch thence up to readings of said branch due North 86ft to a stake S 83 199ft to the Pelham Rd thence said rd N 1 # 91, 1 ft to the beginning corner. This being same property conveyed to David W. Brannon by Wm R and Lillie B Brannon on March 2, 1965 book 768 page 330.

By granting you a mortgage (Security Interest) in my property I intend to provide you with security for payment and performance of my obligations to you which now exist or may exist in the future. I agree to help you do all that is necessary to protect your Security Interest in this property. I state that I own this property and that there are no other claims, liens or security interests against it other than what I have told to you and listed on my Financial Statement. I will not lease or give this property to anyone without your written permission. I will keep the property insured for its full value against fire, loss or damage with an insurance company that is acceptable to you. I agree that the policies must say that you are to be paid if there is a loss. I will deliver the policies to you if you request. If my property is destroyed or damaged you can use the insurance proceeds to replace, repair it, or repay any amounts I owe you. I will also pay all taxes and fees on my property. You can insure the property or pay any taxes or fees if I don't, although you don't have to. If you do pay taxes or fees I will repay you with interest at the highest rate allowed by law.

DEFAULT AND REPOSSESSION. I will be in default:

1. If I don't make a payment when due or I don't fully repay any loan I have with you;
2. If I break any promises I have made to you in this agreement under any loan or note or in connection with any loan transaction between us;
3. If I become insolvent or file bankruptcy;
4. If a lien is put on my property or if it is confiscated;
5. If my property is misused or in danger of depreciation (reduced in value);
6. If I do anything that reduces my ability or willingness to repay;
7. If I die or become incompetent;
8. If my insurance is canceled.

If I am in default I will deliver my property to you upon request, or you can take title to my property yourself. You can sell my property and keep all the proceeds from such sale, and if it is not enough to pay what I owe you, I will pay you the difference. I agree that if you have to pay attorneys fees or court costs or any other costs to obtain this property and sell it, that I will pay you whatever these costs may be.

I hereby sign, seal and deliver this Real Estate Mortgage to you:

Witness signatures: Sarah B. Koon (WITNESS)

Mortgagor signatures: David Brannon (Seal), Mildred G. Brannon (Seal) (IF MARRIED, BOTH HUSBAND AND WIFE MUST SIGN)

STATE OF SOUTH CAROLINA } COUNTY OF SPARTANBURG } ss.

Personally appeared before me the undersigned witness and being duly sworn by me, made oath that he saw the above-named mortgagor(s) sign, seal and deliver the foregoing instrument for the uses and purposes therein mentioned, and that he, with the other witness subscribed above, witnessed the due execution thereof.

Sworn to before me this 13th day of January, A.D., 19 81

This instrument prepared by Mortgagee named above

RENUNCIATION OF DOWER

STATE OF SOUTH CAROLINA } COUNTY OF SPARTANBURG } ss.

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife of the above-named Mortgagor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whatsoever, renounce, release and forever relinquish unto the above-named Mortgagor, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises above described and released.

Sworn to before me this 13th day of January, A.D., 19 81

RECORDED JAN 19 1981 at 2:00 P.M.

Witness signatures: Sarah B. Koon (NOTARY PUBLIC FOR SOUTH CAROLINA)

Vertical stamp: 0.45

Vertical stamp: 4328 RV-2