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THIS MORTGAGE is made this 1st day of July, 1980, between the Mortgagor, James Clifton Bishop and Earnestine Hagins Bishop, (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 Eight Thousand Five Hundred and Fifty Dollars Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 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 June 1, 1981;

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 piece, parcel or lot of land, with all the improvements thereon, located lying and being in the City of Greenville, Greenville County, South Carolina, shown and designated as Lot 64 and the western half of Lot 65 on plat entitled "University Park", recorded in the RMC Office for Greenville County in Plat Book P at page 127, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Bradley Boulevard at the joint front corner on Lots 63 & 64 and running thence along the line of lot 63, S. 37-34 E., 175 feet to an iron pin on the northern side of a twenty foot alley; thence with said alley, N. 52-26 E. 127 feet to a point in the exact center of the rear line of Lot 65; thence N. 37-34 W., 175 feet to a point on the southern side of Bradely Boulevard, said point being the center of the front line of Lot 65; thence S. 52-26 W. 107 feet along Bradley Boulevard to the beginning corner.

This being the same property conveyed to the mortgagor herein by deed of Hazel Wood and recorded in the RMC office for Greenville County on March 31, 1975 in Deed Book 1016 and page #171.

This is a second mortgage and is junior in lein to that mortgage executed to James Clifton Bishop and Earnestine Hagins Bishop which mortgage is recorded in RMC office for Greenville County in Book #1341 and page #166.

which has the address of 210^BBradley Blvd., Greenville, South Carolina 29609 (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.

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