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SONN
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R.M.C.

First Federal Savings and Loan Ass'n.
P. O. Box 408
Greenville, S. C. 29602

BOOK 1520 PAGE 360

MORTGAGE

THIS MORTGAGE is made this 1st day of October, 1980, between the Mortgagor, L P Associates, a General Partnership, (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 \$15,000.00 and no/100 dollars, which indebtedness is evidenced by Borrower's note dated _____, (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on Dec. 1, 1995.....;

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:

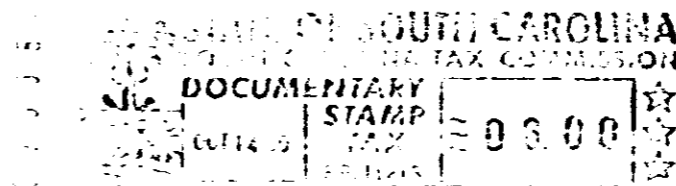
All that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, designated as Lot No. 77 on a Plat of Gray Fox Run Subdivision, prepared by C.O. Riddle, RLS, on November 6, 1975, recorded in Plat Book 5-P at Page 9, and having the following courses and distances:

BEGINNING at an iron pin on the Eastern side of Gray Fox Square at the joint corner with Lot No. 76, and running thence N. 75-51 E. 130 feet to an iron pin; thence N. 14-09 W. 95 feet to an iron pin; thence S. 75-51 W. 130 feet to an iron pin; thence along Gray Fox Square S. 14-09 E. 95 feet to the beginning.

This being the same property conveyed to the mortgagor herein by deed of Frank P. McGowan, Jr. as Master in Equity for Greenville County and recorded in the RMC office for Greenville County on April 15, 1980 in Book 1123 and page 962.

This is second mortgage and is junior in lien to that mortgage executed by L-P Associates, a General Partnership which mortgage is recorded in RMC office for Greenville County on 10-12-77 in Book 1412 and page 683.

Rerecorded 11-3-77, Book 1414, page 795.



which has the address of 400 Gray Fox Square Taylors, S.C. 29687,
(Street) (City)
(herein "Property Address");
(State and Zip Code)

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 seized 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)

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