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CB LOAN NO. 405968

CO. S. MORTGAGE

RE 82-38

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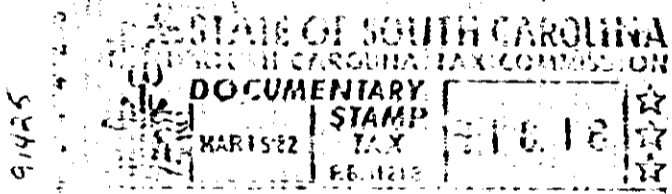
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THIS MORTGAGE is made this 12th day of March, 1982, between the Mortgagor, William D. Worley and Donna K. Worley (herein "Borrower"), and the Mortgagee, CAMERON-BROWN COMPANY, a corporation organized and existing under the laws of North Carolina, whose address is 4300 Six Forks Road, Raleigh, North Carolina 27609 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Thousand Three-hundred Seventy-Five and no/100ths Dollars, which indebtedness is evidenced by Borrower's note dated March 1, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2012.

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, together with all buildings and improvements, situate, lying and being on the northwestern side of Darby Road, in Greenville County, South Carolina, being shown and designated as Lot No. 24 on a plat of SECTION I OF COACHMAN ESTATES, made by Campbell & Clarkson, Surveyors, Inc., dated January 24, 1971, recorded in the RMC Office for Greenville County, S. C. in Plat Book 4-N, page 56, reference to which is hereby craved for the metes and bounds thereof, being the same property conveyed by deed of Mildred S. Center and recorded in Deed Book 1163 Page 854 on March 15, 1982.



The Call Option Rider attached hereto and executed of even date herewith is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this (Mortgage, Deed of Trust, Deed) as if the Rider were a part hereof.

which has the address of 24 Darby Road, 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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