

MORTGAGE

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THIS MORTGAGE is made this 4th day of January 1983, between the Mortgagor, Albert R. Hughes and Cathy S. Hughes (herein "Borrower"), and the Mortgagee, Alliance Mortgage Company, a corporation organized and existing under the laws of Florida, whose address is P. O. Box 2259, Jacksonville, Florida 32232 (herein "Lender").

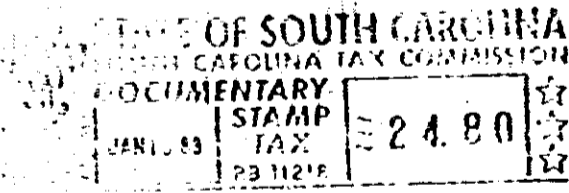
WHEREAS, Borrower is indebted to Lender in the principal sum of Sixty-Two Thousand and No/100 (\$62,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated January 4, 1982 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2013;

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, together with all improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 122 according to a plat entitled, "Heritage Lakes Subdivision", by Heaner Engineering Company, Inc., as revised on October 26, 1977, recorded in the RMC Office for Greenville County, S.C. in Plat Book 6-II, at Page 19, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Harness Trail at the joint front corner of Lots Nos. 122 and 121, and running thence, N. 80-18-57 E. 196.39 feet to an iron pin; thence along the rear of Lot No. 122, S. 04-00-01 W. 143.35 feet to an iron pin; thence with the joint line of Lots Nos. 122 and 123, N. 83-47-45 W. 181.92 feet to an iron pin on Harness Trail; thence with the curve of the northeastern side of Harness Trail, the chord of which is N. 01-44-24 W. 90.34 feet to the point of beginning.

This is the same property conveyed to Albert R. Hughes by deed of House & Home Building Corporation, Inc., dated March 14, 1980, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1122, at Page 286, on March 18, 1980; subsequently, the said Albert R. Hughes conveyed an undivided one-half (1/2) interest in and to the subject property to Cathy S. Hughes by deed dated June 25, 1982, and recorded in the RMC Office for Greenville County, S. C. in Deed Book 1169, at Page 632, on July 2, 1982.



which has the address of 1019 Harness Trail, Simpsonville, S. C. 29681 (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 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.