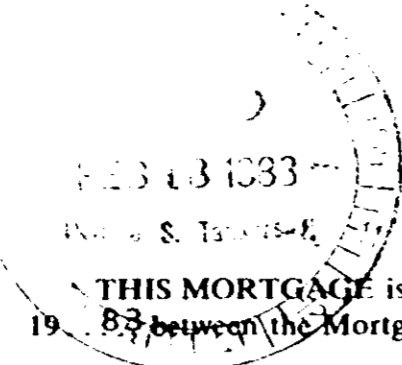


MORTGAGE



THIS MORTGAGE is made this 20th day of January 1983 between the Mortgagor, J. Lake Williams, Jr. (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 101 EAST WASHINGTON STREET, GREENVILLE, SOUTH CAROLINA (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of twenty thousand three hundred ninety two and eighty cents Dollars, which indebtedness is evidenced by Borrower's note dated January 20th, 1983 herein "Note", providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 120 monthly installments.

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 land with the buildings and improvements thereon situate, lying and being in the City of Greenville, State of South Carolina, Being shown as Lot. No. 17 on Plat of Property of B. E. Geer, recorded in Plat Book H, at Page 177, in the RMC Office for Greenville County. Said lot has a frontage of 55 feet on the Southern side of Ashley Avenue, a depth of 200 feet on the East, 200 feet on the West and is 55 feet across the rear.

This being the same property conveyed to Frank B. Williams by Elizabeth C. Galloway. Thereafter Frank B. Williams died testate in Greenville County leaving all of his property to his widow, Edna Henderaon Williams as shown by the Probate Court's File Apartment 1153, File 14.

The above conveyance is to include the wall to wall carpet, one air condition unit, draperies and shutters which are to go with the house.

The above conveyance is also made subject to any and all existing and recorded easements, rights of Way and restrictions affecting said property.

Taxes for 1975 to be prorated when due.

This is the same property that was conveyed by deed of Edna H. Williams Schultz dated July 3, 1975, recorded July 9, 1975, in Deed Vol. 1020, page 943 to J. Lake Williams, Jr., in the RMC Office of Greenville County of Greenville S. C.

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which has the address of 19 Ashley Avenue Greenville, S. C. (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.

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