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MORTGAGE

THIS MORTGAGE is made this 28th day of July 1983, between the Mortgagor, Jerry F. Brockman and Barbara S. Brockman, therein "Borrower"), and the Mortgagoe, First Federal Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina therein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of \$6,498,38 (Six Thousand and Four Hundred Ninety Eight and 38/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 28, 1983 (therein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 30, 1988

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 the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein the security of the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 2! hereof therein "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 ________. State of South Carolina.

All that certain piece, parcel, or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the City of Mauldin, on the western side of Ashmore Bridge Road, being known and designated as lot no. 38 as shown on plat entitled Bishop Heights, Mauldin, dated January, 1966, prepared by Ethan C. Allen, R.L.S., and recorded in the RMC office for Greenville County, in plat book BBB at page 171, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Ashmore Bridge Road at the joint corner of lots nos. 38 and 39 and running thence with the common line of said lots, N. 78-03 W. 200 feet to an iron pin; thence N. 11-47 E. 125 feet to an iron pin at the joint rear corner of lot nos. 37 and 38; thence with the common line of said lots, S. 78-03 E. 200 feet to an iron pin on the western side of Ashmore Bridge Road; thence with the western side of said road, S. 11-47 W. 125 feet to the point of beginning.

This being the same property conveyed to the mortgagor by deed of Ralph H. Peden and Marlene H. Peden and recorded in the RMC Office for Greenville County on 04/27/73 in Deed Book 973 at Page 328.

This is a second morgage and is Junior in Lien to that mortgage executed by Jerry F. Brockman and Barbara S. Brockman which mortgage is recorded in the RMC Office for Greenville County on 04/27/73 in Book 1273 at Page 813.

which has the address of ______ 212 Ashmore Bridge Road, Mauldin

SC 29662 (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, repaired, oil and gas rights and profits, water, water rights, and water stock, and 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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