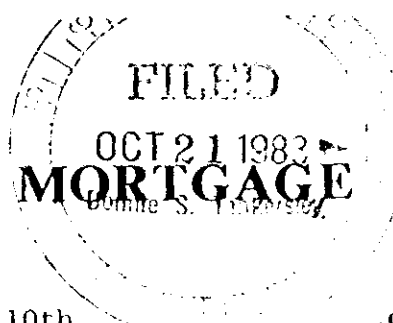


ATTN: COMMERCIAL
LENDING DIVISION



BOOK 1631 PAGE 782

THIS MORTGAGE is made this 10th day of October 1983, between the Mortgagor, John R. and Roberta Brakefield (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 \$25,000.00 Twenty-five thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated 10/10/83 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 4/9/84

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 State of South Carolina:

All that certain piece, parcel or lot of land situate, lying and being on the north-western side of Zelma Drive, near the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot #29 of a subdivision known as Oakland Terrace, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book DD, at Page 196, and according to said Plat having the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Zelma Drive, joint front corner of Lots #28 and #29, and running thence N. 48-35 W. 170 feet to an iron pin; running thence S. 41-35 W. 100 feet to an iron pin at the joint corner of Lots #29 and #30; thence S. 48-35 E. 170 feet to an iron pin on the western side of Zelma Drive; thence with the western side of Zelma Drive, N. 41-25 E. 100 feet to an iron pin point of beginning.

This being the same property conveyed to J. Richard Brakefield and Roberta C. Brakefield by Deed of Jack E. Shaw Builders, Inc., which Deed is recorded in the R. M. C. Office for Greenville county in Deed Volume 672, at Page 433.

which has the address of 24 Zelma Drive Greenville S. C. 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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