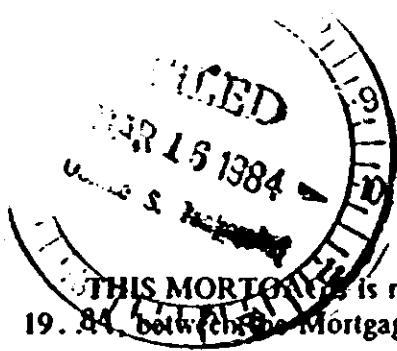


MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 9,344.02



THIS MORTGAGE is made this 13th day of February 1984 between the Mortgagor, James C. Jones and Jill N. Jones (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL BANK, FSB, 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 Fifteen thousand, seventy seven dollars and 16/100 Dollars, which indebtedness is evidenced by Borrower's note dated Feb. 13th, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1991;

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:

Jimmy Jones and Jill Jones, their heirs and assigns forever:

All that certain parcel of tract of land containing 1.25 acres, more or less, situated near Mount Lebanon Road, about two (2) miles westward from Mt. Lebanon Church, Greenville County, State of South Carolina, and being shown on a plat of Jimmy and Jill Jones, dated September 28, 1977, prepared by Wolfe and Huskey, Inc. Engineers and Surveyors, and having the following metes and bounds to-wit:

BEGINNING at a railroad spike in the center of Cripple Creek Road and running S. 64-47 W. 264 feet along property of Massengale to Cripple Creek; thence running with the meanders of said creek approximately N. 20-18 W. 219.7 feet to corner of Windsor property; thence running along Windsor property N. 63-40 E. 228 feet to a railroad spike in said Cripple Creek Road; thence, running with said Cripple Creek Road S. 29-37 E. 224 feet to a railroad spike, the point of beginning.

DERIVATION: This is a portion of that property conveyed to the Grantors herein by deed of Michael Lee Cantrell as recorded June 19, 1973 in Deed Book 977 at Page 180 in the R.M.C. Office for Greenville County, South Carolina.

This conveyance is subject to all restrictions, zoning ordinances, set back lines, roadways, easements, and rights-of-way, of record, if any, affecting the above described property.

NO TITLE SEARCH.

This is that same property conveyed by deed of Sherman Ray Windsor, Jr. and Dolores Joy Windsor to Jimmy Jones and Jill Jones, dated 10/19/77, recorded 10/19/77, in volume 1067 at page 23 of the RMC Office for Greenville County, S.C.

which has the address of Rt. 2 Cripple Creek Rd., Greer, S.C. 29651 (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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