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THIS MORTGAGE is made this 7th day of June MARION L. CROLLEY and RHONDA CROLLEY , (herein "Borrower"), and the Mortgagee, First Federal

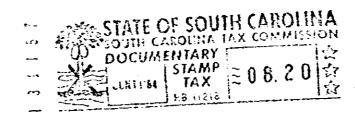
Savings and Loan Association of South Carolina, a corporation organized and existing under the laws of the United States of America, whose address is 301 College Street, Greenville, South Carolina (herein "Lender").

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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the northern side of Pelham Road and being known and designated as Lot No. 1 of BIRNAM WOODS Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book 5-D at Page 56, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This being the same property conveyed to the Mortgagors by deed of Charles E. Butler Builders, Inc., recorded September 18, 1978, in the RMC Office for Greenville County in Deed Book 1088 at Page 40.

This is a second mortgage junior in lien to that mortgage in favor of First Federal Savings and Loan Association recorded September 18, 1978, in the RMC Office for Greenville County in Mortgage Book 1444 at Page 578, securing \$58,500.00.



which has the address of ______ 1303 Pelham Road

Greenville (City)

South Carolina 29615 (herein "Property Address");
(State and Zip Code)

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.

SOUTH CAROLINA - 1 to 4 Family-6/75-FNMA/FHLMC UNIFORM INSTRUMENT (with smendment adding Para 24)

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