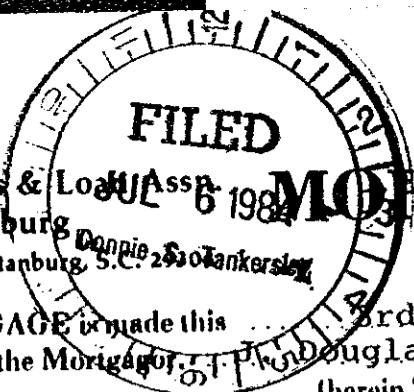


First Federal Savings & Loan Assn
of Spartanburg
380 E. Main St. Spartanburg, S.C. 29304



MORTGAGE

VOL 1671 PAGE 637

THIS MORTGAGE is made this 3rd day of July 1984 between the Mortgagee, J. Douglas Dills, II and Natalie G. Dills (herein "Borrower"), and the Mortgagee, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SPARTANBURG, a corporation organized and existing under the laws of THE UNITED STATES OF AMERICA, whose address is 380 East Main Street, Spartanburg, South Carolina 29304 (herein "Lender").

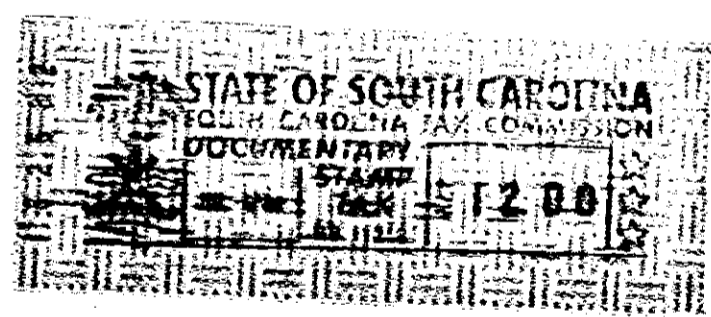
WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty Thousand and no/100 (\$30,000.00) Dollars, which indebtedness is evidenced by Borrower's note dated July 3, 1984 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on January 1, 2005

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 further 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 of land containing 5.04 acres, more or less, in the State of South Carolina, County of Greenville, near Gowansville, as shown on a plat of survey for Douglas Dills and Natalie G. Dills dated April 9, 1984, by James V. Gregory, R.L.S. and recorded April 18, 1984, in Plat Book 10-0, Page 9, R.M.C. Office for Greenville County. This includes an encroachment for ingress and egress over and across the remaining property of Ray J. Greene adjoining subject property to the east, said driveway to cross the northwestern corner of the grantor's property to its outlet onto S.C. Highway 11.

This being the same property conveyed to Natalie G. Dills and J. Douglas Dills, II, by deed of Ray J. Greene dated April 12, 1984, and recorded April 18, 1984, in Deed Book 1210, page 659, R.M.C. Office for Greenville County.

This property is known as 2-437-627.2-1-35.2, Greenville County Assessors Office.



which has the address of Rt. 2, Box 394-A Landrum (City) SC 29356 (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 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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