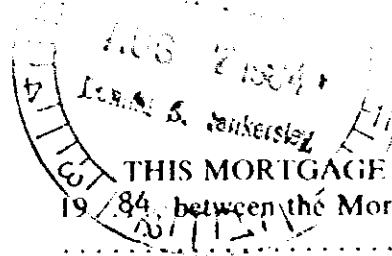


MORTGAGE

Documentary Stamps are figured on the amount financed: \$ 10,473.40



THIS MORTGAGE is made this 10th day of July 1984, between the Mortgagor, George T. Leonard III and Robbie R. Leonard (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 Thirteen thousand, twenty nine dollars and 48/100\*\*\*\*\* Dollars, which indebtedness is evidenced by Borrower's note dated July 10, 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 July 10, 1987

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:

All that certain piece, parcel or tract of land, situate, lying and being in Greenville County, in the community of Gowensville, fronting on S.C. Highway 11 and being known and designated as Tract 1 containing 5.50 acres, more or less of Kellogg Acres, as shown upon survey and plat made by Joe E. Mitchell, RLS, dated March 23, 1981 and recorded in Plat Book 8-I at page 096 in the RMC Office for Greenville County. For a more complete and particular description reference is hereby made to the above referred to plat and record thereof.

The above described property is hereby conveyed subject to the Restrictive Covenants dated March 30, 1981 and recorded in Deed Book 1147 at page 153, RMC Office for Greenville County.

The grantees herein by the acceptance of this deed agree not to alter the dam or the pond shown upon the above referred to plat which would result in the water level being changed from the present level unless the owners of tracts 1,2,3,6,7,and 8 agree in writing. They further agree that in the event repairs are required on the dam, any or all joint property owners of the pond shall be permitted access to the dam for purposes of making repairs.

This being a portion of the property which was conveyed to us by deed recorded in Deed Book 144 at page 294 in the RMC Office for Greenville County.

This is that same property conveyed by deed of Ernest B. Kellogg and Helen H. Kellogg to George T. Leonard and Robbie R. Leonard, dated 5/4/81, recorded 5/18/81, in volume 1148 at page 250 of the RMC Office for Greenville County, SC.

which has the address of Hwy 11, Kellogg Acres, Landrum, S.C. 29356 (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.

RECORDED

29356-172

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