

THIS MORTGAGE is made this 17th day of August 1984 between the Mortgagor, Stephen J. Billings (unmarried) (herein "Borrower"), and the Mortgagee, CITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, whose address is 1141 East Jersey Street, Elizabeth, New Jersey 07201 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY FIVE THOUSAND THREE HUNDRED TWELVE AND 50/100** Dollars, which indebtedness is evidenced by Borrower's note dated August 17, 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 September 1, 2014.

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 lot of land situate, lying and being in the State of South Carolina, being known and designated as Lot 13 of a subdivision known as Woodwind Townhouses, Phase III according to a plat thereof dated September 15, 1982 prepared by Heaner Engineering Co., Inc., and recorded in the RMC Office for Greenville County, September 17, 1982 in Plat Book 9F Page 10.

And being the same property acquired by grantors herein by deed recorded simultaneously herewith among the aforesaid County land records.

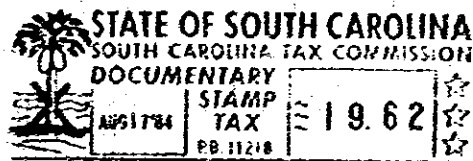
This deed being given to secure deferred purchase money and both deeds forming parts of one and the same simultaneous transaction.

Items of removable equipment included in this transaction are as follows: range/oven, fan/hood, disposal, dishwasher; also including any renewals or replacements of these items. The express enumeration of the foregoing items shall not be deemed to limit or restrict the applicability of other language describing in general terms other property intended to be conveyed hereby.

**Note in the principal amount of \$52,250.00 with the balance representing potential negative amortization (\$13,062.50).

EXHIBIT B, C, AND D ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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which has the address of 525 Wentworth Street Mauldin South Carolina 29662 (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 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.

REB

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