MORTGAGE

2001431 m.586

SEE 21 2 26 PH 179

Carolina Federal Savings and Loan Association organized and existing under the laws of the State of South Carolina (herein "Borrower").

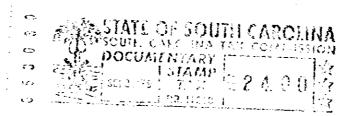
Creenville, South Carolina (herein "Lender").

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 lying in the State of South Carolina, County of Greenville, shown as Lot 6 on plat of Quail Ridge, Section III, recorded in Plat Book 6H at page 93 and having the following courses and distances:

BEGINNING at an iron pin on Boiling Springs Road at the joint front corner of Lots 6 and 7 and running thence with the joint line of sait lots, N. 25-49 E. 185 feet to an iron pin at the joint rear corner of said lots; thence along the rear line of Lot 6, S. 76-17 E. 214.76 feet to an iron pin, joint rear corner of Lots 5 and 6; thence with the joint line of said lots, S. 25-49 W. 230 feet to an iron pin on Boiling Springs Road; thence with said road, N. 64-11 W. 210 feet to an iron pin, the point of beginning.

Being the same property conveyed by Realtec Management, Inc. and John D. Patterson, d/b/a Quail Ridge Properties by deed recorded August 2, 1979 in Deed Book 1108 at page 449.



which has the address ofBoiling Springs Road, Greenville, S...C., (Street) (City) (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 casements, 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.

MORTGAGE

State of the second second