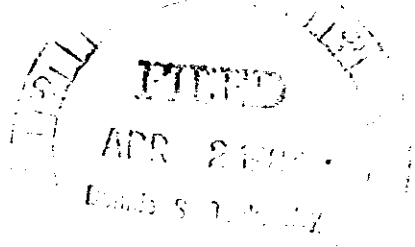


Documentary Stamp tax figured on the amount financed \$ 6,006.44



MORTGAGE

THIS MORTGAGE is made this 28th day of February 1984, between the Mortgagor, Allen E. Barlow and Janet E. Barlow (herein "Borrower"), and the Mortgagee, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Eight thousand four hundred eighty two & 20/100 Dollars, which indebtedness is evidenced by Borrower's note dated February 28, 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 March 15, 1989;

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 piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 36 on plat of Southwood Acres, recorded in Plat Book 000 at Pages 74 and 75, and having such courses and distances as will appear by reference to said plat.

This property is conveyed subject to all restrictions, rights of way, easements or encroachments that may appear of record affecting said property.

This is the same property conveyed to the Grantors herein by deed of James L Grothaus and Beverly S Grothaus by deed recorded April 3, 1978 in the RMC Office for Greenville County, S.C. in Deed Book 1976 at Page 357.

This is the same property conveyed by deed of Wilson Blackburn and Linda M Blackburn unto Allen E Barlow and Janet E Barlow, dated 10-22-79, recorded 10-25-79 in volume 1114 at page 259 of the RMC Office for Greenville County, Greenville, S.C.

which has the address of 158 Standing Springs Road Greenville S.C. 29605 (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.

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4328-1121