

WACHOVIA

State of South Carolina)

0055932 Bk: 1576 Pg: 0230

)

Mortgage

County of BERKELEY)

36800001004207

I. Words Used In This Document

A. Mortgage - This document, which is dated February 23, 1999, will be called the "Mortgage".

B. Mortgagor - Richard C. Bins and Mary Ellen Bins will sometimes be called "Mortgagor" and sometimes simply "I", "Me", "my", "mine", "myself", and "us" refer to the Mortgagor.

Mortgagor's residence address is 1012 Cass Drive, Moncks Corner, SC 29461

C. Lender - Wachovia Bank, N.A. will be called "Lender" and sometimes simply "you", "Your" and "yours" refer to Lender. Lender is a national banking association which was formed and which exists under the laws of the United States of America.

Lender's address is PO Box 700, Charleston, SC 29402

D. Note - The note, note agreement, or loan agreement signed by Richard C. Bins and Mary Ellen Bins and dated February 23, 1999, will be called the "Note". The Note shows that I have promised to pay Lender Dollars (\$ 25,755.00) plus finance charges or interest at the rate agreed to in the Note which I have promised to pay in full by February 23, 2000.

If this box is checked, finance charges or interest under the Note may be deferred, accrued, or capitalized.

E. Property - The Property that is described below in the section entitled "Description Of The Property" will be called the "Property".

II. My Transfer To You Of Rights In The Property

On this date, because you loaned me the money for which I gave you the Note, I mortgage, grant and convey the Property to you, your successors and assigns, subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving you these rights to protect you from possible losses that might result if I fail to:

A. Pay all the amounts that I owe you as stated in the Note and any future advances made under Paragraph 17 of this Mortgage.

B. Pay, with interest or finance charges, any amounts that you spend under this Mortgage to protect the value of the Property and your rights in the Property.

C. Keep all of my other promises and agreements under the Note and/or this Mortgage.

This Mortgage secures any renewals, extensions, refinancings, and/or modifications of the Note, and any substitutions for the Note.

III. Description Of The Property

A. The Property which I mortgage, grant, and convey to you, your successors and assigns, is located in BERKELEY County and has the following legal description:

SEE EXHIBIT A

FULLY PAID
AND SATISFIED

SEP 30 1999

WACHOVIA BANK, N.A.
By Beverly Brooks
Witness: Edie M. Hill

FILED, RECORDED, INDEXED
03/10/1999 02:24:29PM
Rec Fee: 11.00 St Fees: 0.00
Co Fee: 0.00 Pages: 5
Issued to: WACHOVIA BANK
Register of Deeds Berkeley Co. SC
Cynthia B. Forte

Beverly Brooks
Assistant Vice President

FILED, RECORDED, INDEXED
10/19/1999 04:31:41PM
Rec Fees: 5.00 St Fees: 0.00
Co Fee: 0.00 Pages: 1
Issued to: CAISON & BARNHILL P A
Register of Deeds Berkeley Co. SC
Cynthia B. Forte

The Property also includes the following:

B. All buildings and other improvements that are located on the Property described in Paragraph A of this section;

C. All rights in other Property I have as owner of the Property described in Paragraph A of this section. These rights are known as "easements, rights and appurtenances attached to the Property";

D. All rents or royalties from the Property described in Paragraph A of this section;

E. All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the Property described in Paragraph A of this section;

F. All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in Paragraph A of this section;

G. All fixtures that are now or in the future will be on the Property described in Paragraphs A and B of this section, and, to the extent allowed by law, all replacements of and additions to those fixtures;

H. All of the rights and Property described in Paragraphs B through F of this section that I acquire in the future; and

I. All replacements of and/or additions to the Property described in Paragraphs B through F and Paragraph H of this section.

You, your successors and assigns, are to have and to hold the Property, subject to the terms of this Mortgage.