

SAT.

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 Patricia C. Grant
 Clerk of Court
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 Clerk of Court
 Colleton County, SC
 Patricia C. Grant
 Deliver to: RECORDING DEPARTMENT
 FIRST AMERICAN LENDERS ADVANTAGE
 1801 LAKEPOINTE DRIVE SUITE 111
 LEWISVILLE TX 75057
 03/19/2004

SAT.

6811100842739

Prepared By: Sergio Caravedo

Bank of America Consumer Collateral Tracking FL 9-700-04-10
 9000 Southside Blvd, Bldg 700
 Jacksonville, FL 32256

Deliver to: COLLATERAL SUPPORT
 BANK OF AMERICA
 P O BOX 23500
 GREENSBORO NC 27499-5752
 11/21/2005

Requested by and
 Return to:

Recording Department
 First American Lenders Advantage
 1801 Lakepointe Drive, Suite 111
 Lewisville, TX 75057
 (469) 322-2500

21161241

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

APN# 354-12-00-045

MAXIMUM LIEN. The amount of indebtedness secured by this Mortgage, including the outstanding amount of the Credit Agreement and all future advances shall at no time exceed the principal amount of \$147,000.00, plus interest, reasonable attorneys' fees, court costs and the expenses to preserve and protect the Property. Interest under the Credit Agreement will be deferred, accrued or capitalized, but Lender shall not be required to defer, accrue or capitalize any interest except as provided in the Credit Agreement.

THIS MORTGAGE dated February 18, 2004, is made and executed between JAMES P SUTTON AND TRACEY C. SUTTON, HUSBAND AND WIFE (referred to below as "Grantor") and Bank of America, N.A., whose address is 1301 Gervais St., Columbia, SC 29201 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in COLLETON County, State of South Carolina:

""LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.""

The Real Property or its address is commonly known as 2405 PALMETTO BLVD, EDISTO ISLAND, SC 29438-3469. The Real Property tax identification number is 354-12-00-045

REVOLVING LINE OF CREDIT. Specifically, in addition to the amount secured by this Mortgage, Bank of America, N.A. (the "Lender") secures a revolving line of credit, which obligates Lender to advance to Borrower up to the amount of \$147,000.00 so long as Borrower complies with all the terms of the Mortgage, subject to the limitation that the total outstanding balance of the revolving line of credit shall not exceed the amount of \$147,000.00. The revolving line of credit shall be subject to a fixed or variable rate or sum as provided in the Credit Agreement advanced as provided in either the Indebtedness paragraph or this Agreement. It is the intention of Grantor and Lender that this Mortgage of record to secure future advances in accordance with Section 9 of the Mortgage. The event all sums secured by this Mortgage may be fully paid at the time of the release and cancelled of record upon full payment of the Mortgage to be released and cancelled of record upon full payment of record, this Mortgage shall become null and void. Such release under the South Carolina Consumer Protection Code, shall pay all obligations of Grantor under the Mortgage evidencing future advances secured by this Mortgage.

Paid and Satisfied in Full

Bank of America, N.A., formerly NationsBank, N.A.
 formerly NationsBank of SC, formerly NCB National Bank of SC
 C & S National Bank, Formerly Rock Hill National Bank

By: Linda Burton
 Linda Burton, Asst. Vice President

OCT 27 2005

Witness: [Signature]
 Return to: Bank of America P.O. Box 23500 Greensboro N.C. 27499

Grantor presently assigns to Lender all of Grantor's right, title, and interest in the Property. In addition, Grantor grants to Lender a Uniform Certificate of Assignment.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.