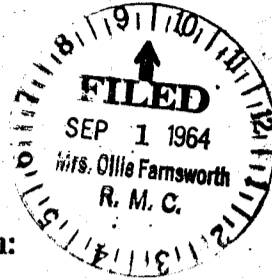


State of South Carolina,

COUNTY OF GREENVILLE



To All Whom These Presents May Concern:

WHEREAS, Fred M. McAtee and Rhoda E. McAtee, his wife,
 whose address is 20 Henry Street (Dunean), City or Town of Greenville
 State of South Carolina, hereinafter "Mortgagors," in and by a certain promissory note of even date herewith,
 stand firmly held and bound unto B & F ROOFING COMPANY, INC.

hereinafter "Mortgagee," in a penal sum equal to Forty and 25/100 Dollars
 (\$ 40.25) per month for Sixty (60) months, the first payment to
 be made on the 15th day of September, 1964, and an additional payment to be made on the 15th
 day of each succeeding month thereafter (or on the last day of any succeeding month which has no such day) until an
 amount equal to the sum of such Sixty (60) monthly payments has been paid
 in full, as in and by said promissory note and condition thereof, reference being thereunto had, will more fully appear.

Now, KNOW ALL MEN, that Mortgagors in consideration of the said debt and sum of money aforesaid, and for the
 better securing the payment thereof to Mortgagee, according to the condition of the said promissory note, and also in con-
 sideration of the further sum of THREE DOLLARS, to Mortgagors in hand well and truly paid by Mortgagee at and before
 the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and re-
 leased, and by these presents do grant, bargain, sell and release unto Mortgagee its heirs and assigns forever,
 all that certain piece, parcel, or lot of land with the improvements thereon;
 situate, lying and being in Dunean Mill Village, Greenville County, South
 Carolina, being more particularly described as lot No. 39, Section 6, as
 shown on a plat titled "Sub-division for Dunean Mills, Greenville, S. C."
 made by Pickell & Pickell, Engineers, Greenville, S. C. on June 7, 1948,
 revised June 15, 1948 and August 7, 1948 and recorded in the R.M.C. office
 for Greenville County in Plat Book S at Pages 173-177, inclusive. Accord-
 ing to said plat the within lot is also known as No. 20 Henry Street and
 fronts thereon 55 feet. This is the same property deeded to mortgagors by
 J. P. Stevens & Co., Inc. and recorded March 23, 1949 in Deed Book 377 at
 page 375.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging,
 or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises unto Mortgagee, its successors and assigns forever. And
 Mortgagors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and
 singular the said premises unto Mortgagee, its successors and assigns, from and against Mortgagors, their heirs, executors,
 administrators and assigns, and all other persons whatsoever lawfully claims or shall claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that

1. Mortgagors shall place and continuously keep, on the buildings now or hereafter situate on said described prop-
 erty, fire and extended coverage insurance in an amount of not less than the amount which may from time to time be
 specified by Mortgagee in such insurance company as may be approved by Mortgagee; provided, however, that if Mortga-
 gee shall at any time be obligated to maintain fire and extended coverage insurance on said buildings, Mortgagors shall be
 excused from performance of this obligation to the extent of any such duplicate coverage. All insurance policies of
 Mortgagors shall contain the usual standard mortgagee clause making the loss under said policies payable to Mortgagee
 as its interest may appear; and every such policy and all renewals thereof shall be promptly delivered to and held by
 Mortgagee, together with receipt for the premium thereon. Mortgagee shall have the right to adjust with the insurer any
 loss under any such policy, and any such adjustment shall be conclusive on Mortgagors. Mortgagee shall have the right to
 receive and collect all proceeds paid on any claim under any such policy, to endorse Mortgagors' names to any check or other
 instrument of payment, and to apply such proceeds in payment of any amount due under this mortgage and the note
 secured hereby and any expenses incurred by Mortgagee in processing any claim under any such policy. Mortgagee shall pay
 to Mortgagors the balance of the proceeds, if any, remaining after making the aforesaid deductions.

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 18 PAGE 206

RECORDED AND INDEXED BY
9 DAY OF Aug. 1964
Hannie L. Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 1:32 O'CLOCK P. M. NO. 4321