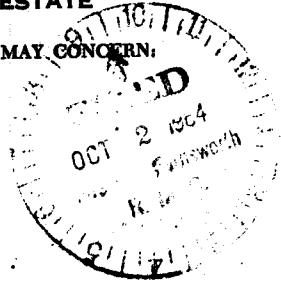


STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, We, Sheldon Jerome and Bernice M. Jerome,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Barco, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Four Thousand Two Hundred Sixty-Two and 29/100----- Dollars (\$ 4,262.29) due and payable

Due and payable \$82.39 per month for 60 months beginning November 1, 1964; payments to be applied first to interest, balance to principal.

with interest thereon from date at the rate of Six per centum per annum, to be paid monthly

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Gantt Township, being known and designated as Lot No. 252 and the adjacent one-half of Lot No. 251, Section B according to plat of Woodfields, Inc. dated September 25, 1954 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Foxhall Road, joint front corner of Lots Nos. 252 and 253 and running thence along the joint line of said lots S. 16-56 W. 179.3 feet to an iron pin; thence N. 75-43 W. 123.2 feet to a point in the center of Lot No. 251; thence in a new line N. 20-30 E. 190.4 feet to an iron pin on the southern side of Foxhall Road; thence with said Road S. 64-38 E. 35.7 feet; thence continuing S. 73-04 E. 75 feet to the point of beginning.

The above described property is the same conveyed to the mortgagors by deed dated June 12, 1963 and recorded in the R. M. C. Office for Greenville County in Deed Book 725, Page 204.

This is a second mortgage, subject only to that first mortgage given by the mortgagors to The Prudential Insurance Company of America dated December 9, 1954 in the original amount of \$15,900.00 and recorded in the R. M. C. Office for Greenville County in Mortgage Book 621, Page 47.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE) ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby assigns, transfers and sets over unto SOUTHEASTERN FUND, a corporation, the within mortgage, without recourse.

Witness: BARCO, INC.
Butt R. Painter BY *Linda L. Bryant*
Anna C. Brim

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

Paid and satisfied this 5th day of May 1967.
North American Acceptance Corporation
J. F. Jones Vice President
Witness G. Linton Smith

SATISFIED AND CANCELLED OF RECORD
24 DAY OF July 1967
Ollie Parker
R. M. C. FOR GREENVILLE COUNTY, S. C.
10:00 O'CLOCK A. M. NO. 2691