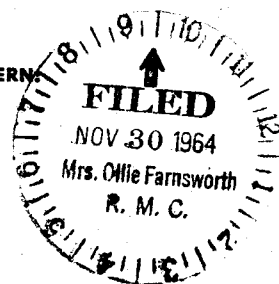


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

BOOK 979 PAGE 501

MORTGAGE OF REAL ESTATE  
TO ALL WHOM THESE PRESENTS MAY CONCERN



WHEREAS, Brooks W. Hensley

(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 Seven Thousand Two Hundred Seventy Eight and Eighty-four Hundredths Dollars (\$ 7,278.84 ) due and payable

in Sixty (60) consecutive monthly installments of One Hundred Forty and Seven Hundredths Dollars (\$140.07) each, beginning on the 15th day of November and continuing on the 15th day of each and every month thereafter until paid in full with interest thereon from date at the rate of six (6) 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, Chick Springs township, being known

and designated as Lot No. 356 of Botany Woods, Section VII as shown on a Plat thereof prepared by Piedmont Engineering Service and recorded in the R.M.C. Office for Greenville County in Plat Book YY at page 76 and 77 and having according to said Plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western edge of Cherokee Drive, joint front corner of Lots Nos. 355 and 356 and running thence along the joint line of said Lots S. 57-11 W. 200 feet to an iron pin; thence S. 32-49 E. 100 feet to an iron pin at the rear corner of Lot No. 357; thence along the line of that Lot, N. 57-11 E. 200 feet to an iron pin on the Western edge of Cherokee Drive; thence along the Western edge of Cherokee Drive, N. 32-49 W. 100 feet to the point of beginning.

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.

This Mortgage Assigned to Southeastern Fund  
on 16 day of Oct 1964. Assignment recorded

in Vol. 979 of R. E. Mortgages on Page 581

This Mortgage Assigned to North American Acceptance Corp.  
on 31 day of Dec. 1964. Assignment recorded

in Vol. 1065 of R. E. Mortgages on Page 320

This Mortgage Assigned to Kees Finance Co., d/b/a Southern General  
on 17 day of May 1967. Assignment recorded Redcount Corp.  
in Vol. 1065 of R. E. Mortgages on Page 324