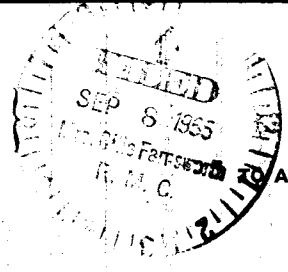


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1006 PAGE 655

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, J. W. Payne

(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 One Thousand Seven Hundred Fifty Seven and 34/100

Dollars (\$ 1757.34) due and payable in equal monthly installments of Forty One and 28/100 (\$41.28) Dollars, first payment due and payable on the fifteenth day of October, 1965, and a like amount due and payable on the fifteenth day of each and every month thereafter, for a total of forty eight (48) months, and until paid in full, and as forth set in the Real Estate Note given this date,

with interest thereon from date at the rate of -six- per centum per annum, to be paid: as set forth in said Note

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, and being known and designated as LOT 21, SECTION D, on plat entitled "Subdivision of Woodside Mills", prepared by Pickell and Pickell, Eng., recorded in Plat Book W, at pages 111 through 117, reference to which is hereby made for a more complete and detailed description as to size, shape, metees and bounds.

FOR VALUE RECEIVED the undersigned does hereby grant, bargain, sell, and release unto NORTH AMERICAN ACCEPTANCE CORPORATION, 1252 W. Peachtree St., N.W., Atlanta, Georgia, all its right, title and interest to the within mortgage and to the note which is given to secure said mortgage, this 30th day of August, 1965.

WITNESSES:

BARCO, INC.

[Handwritten signatures of witnesses]

BY: *[Signature]* SEAL
BRANCH MANAGER

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 12th day of December 1969.
North American Acceptance Corporation
By J. T. Jones Vice President
attest J. W. Harris assistant Secretary
Signed sealed and delivered in the presence
of: Mary A. Mc Cauley
Marjorie Harris*

SATISFIED AND CANCELLED OF RECORD
9 DAY OF Dec. 1970
[Signature]
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:00 O'CLOCK P. M. NO. 13586