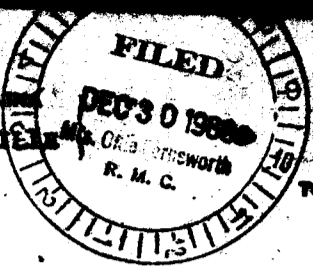


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Annie P. Kirkwood

(hereinafter referred to as Mortgagor) is well and truly indebted unto B & F Roofing Company

(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

Three Thousand Five Hundred Seventy-seven & 50/100 Dollars (\$ 3,577.50 ) due and payable

In sixty (60) equal monthly installments of Fifty-nine and 63/100 (\$59.63) Dollars, the first payment to be made December 1, 1968 and the first of each month thereafter, the interest having already been computed in the total figure at the rate of 7% for the sixty month period.  
~~with interest thereon from date of the rate of ----- per centum per annum, to be paid. ---~~

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, according to a plat of the Fletcher Pinson estate, made by Webb Survey and Mapping Company in February of 1967 and known and designated as tract # 5 thereof containing 9.8 acres more or less and described by said plat as follows:

BEGINNING at a point on Circle Road at the joint front corner of tract 4 and 5 and running thence with the line of said tracts N. 30-24 east 1806.3 feet to the Enoree River; thence with said River S. 49-14 east 253 feet; thence S. 30-15 west 1646 feet to Circle Road; thence with Circle Road 280 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.