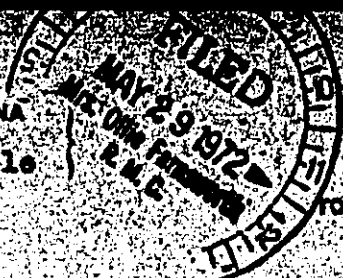


STATE OF SOUTH CAROLINA  
COUNTY OF Greenville



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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Robert J. Bailey

(hereinafter referred to as Mortgagor) is well and truly indebted unto B.P. Edwards

(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 Fifteen thousand and no/100 - - - - - Dollars (\$ 15,000.00 ) due and payable \$7,500.00 plus interest then due, to be paid one year from date hereof; the final payment of \$7,500.00 plus interest then due to be paid in two years from date hereof - with interest thereon from date at the rate of eight per centum per annum, to be paid: annually from date hereof

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, Bates Township, on the corner of the intersection of Poinsett Highway (U.S. Highway #25) and Belvue Road, containing 0.78 acre, more or less, and, according to Plat of property of Clyde T. Green & Corine H. Green prepared by Terry T. Dill, being more particularly described as follows:

BEGINNING at a point in the center line of Belvue Road, on the Eastern right-of-way of Poinsett Highway; thence with the center line of Belvue Road S. 69°-30' E. 139.3 ft. to an I.P.; thence S. 27°-03' W. 243.4 feet to an I.P.; thence N 61°-28' W 140.0 ft. to an I.P. on the Eastern right-of-way of Poinsett Highway; thence with the Eastern line of said right-of-way N. 25-30 E 53 feet to a right-of-way post; thence continuing with the Eastern line of right-of-way N. 28-30 E. 171.0 ft. to the point of beginning; being shown as Lot No. 2.  
Subject to Shell Oil Co. right-of-way to well on the above described property.

This is the same property conveyed to me on the 4th day of November, 1968, by deed from Clyde T. Green and Corine H. Green, deed recorded in the R.M.C. office for Greenville County in Book 861, at page 599.

Together with all and singular rights, members, hereditaments, 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.