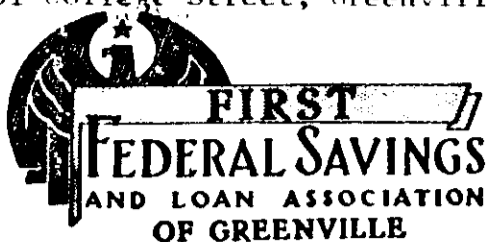


Mortgagee Address: 301 College Street, Greenville, S. C. 29602



State of South Carolina )

COUNTY OF GREENVILLE )

MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Mary A. Goldsmith, Individually and as Executrix and Trustee under the Will of William Joseph Goldsmith, deceased (hereinafter referred to as Mortgagor) (SEND(S) GREETINGS:

WHEREAS, the Mortgagor is well and truly indebted unto FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF GREENVILLE, SOUTH CAROLINA (hereinafter referred to as Mortgagee) in the full and just sum of

Thirty-Four Thousand Five Hundred and No/100ths----- (\$ 34,500.00 )

Dollars as evidenced by Mortgagor's promissory note of even date herewith, which note does not contain a provision for escalation of interest rate (paragraphs 9 and 10 of this mortgage provides for an escalation of interest rate under certain conditions), said note to be repaid with interest as the rate or rates therein specified in installments of Two Hundred Seventy One and 42/100ths----- (\$ 271.42 ) Dollars each on the first day of each

month hereafter, in advance, until the principal sum with interest has been paid in full, such payments to be applied first to the payment of interest computed monthly on unpaid principal balances, and then to the payment of principal with the last payment, if not sooner paid, to be due and payable 30 years after date; and

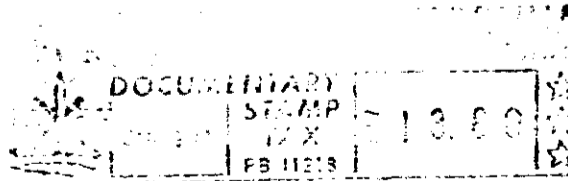
WHEREAS, said note further provides that if at any time any portion of the principal or interest due thereunder shall be past due and unpaid for a period of thirty days, or if there shall be any failure to comply with and abide by any By-Laws or the Charter of the Mortgagee, or any stipulations set out in this mortgage, the whole amount due thereunder shall, at the option of the holder thereof, become immediately due and payable and said holder shall have the right to institute any proceedings upon said note and any collaterals given to secure same, for the purpose of collecting said principal due, and interest, with costs and expenses for proceedings; and

WHEREAS, the Mortgagor may hereafter become indebted to the Mortgagee for such further sums as may be advanced to the Mortgagor's account for the payment of taxes, insurance premiums, repairs, or for any other purpose;

NOW KNOW ALL MEN: That the Mortgagor, in consideration of said debt and to secure the payment thereof and any further sums which may be advanced by the Mortgagee to the Mortgagor's account, and also in consideration of the sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing 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, the following described real estate:

All that certain piece, parcel, or lot of land with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville being shown and designated as Lot 59 on a plat entitled Map of Barksdale, made by Dalton and Neves, Engineers, December, 1959, recorded in the RMC Office for Greenville County in Plat Book QQ, Pages 118 and 119 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Rockingham Road at the joint front corner of Lots 62 and 59 and running thence along the eastern side of Rockingham Road N. 2-17 W. 75 feet to an iron pin; thence continuing with the eastern side of said road, N. 11-55 W. 75 feet to an iron pin at the joint corner of Lots 58 and 59; thence with the rear lines of Lots 58, 57 and 56, S. 82-36 E. 283.3 feet to an iron pin on the rear line of Lot 56; thence along the rear line of Lot 60, S. 2-38 W. 160 feet to an iron pin at the joint rear corner of Lots 59 and 62; thence along the common line of said lots, N. 79-16 W. 259.8 feet to an iron pin, the point of beginning; and being the same property acquired by the mortgagor herein by deed of Huguenin and Douglas, Inc. recorded January 27, 1964 in the RMC Office for Greenville County in Deed Book 741, Page 68, and from William Joseph Goldsmith, January 1, 1971 as will appear by reference to the terms and provisions of the Last Will and Testament of the said William Joseph Goldsmith, deceased, on file in the Probate Court for Greenville County, South Carolina in Apartment 1160, File 23.



4328 RV-2