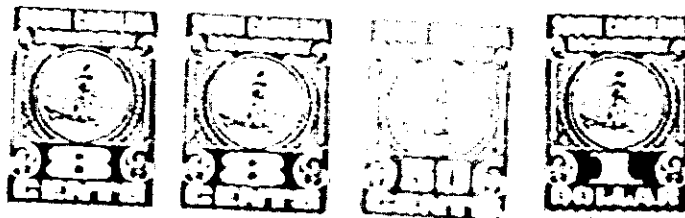


DEC 14 1977
FIRST MORTGAGE



This is the identical property conveyed to Ethel Evans by deed of Jack and Janice S. Satterwhite on 6/6/67 and recorded in Deed BK. 821, page 213, in the office of the REC for Greenville County, S. C.

WHEREAS (we) Ethel Evans hereinafter also styled the mortgagor) and by my lawful attorney, wife residing over said herein, stand firmly held and bound with

Poinsett Discount Co., Inc, Greenville, S. C. hereinafter also styled the mortgagee) in the sum of

\$ 4197.48 payable in 84 equal installments of \$ 49.97

beginning on the 10th day of February 1978 and falling due on the same day of each subsequent month as provided by the said note and conditions hereof, reference thereto not with more fully appear

AND WHEREAS ALL WITH, that the mortgagor in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said note, which with its conditions is hereby made a part hereof, and such an consideration of Three Dollars to the said mortgagee as here well and truly paid by the said mortgagee, at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said mortgagee, its heirs, assigns and assigns forever, the following described real estate:

All that certain lot of land lying in the County of Greenville, State of South Carolina, Town of Simpsonville and shown as the western most lot on a plat of property of J. R. Richardson, Sr. by C. O. Riddle Dated August 28, 1964 and recorded in the R. M. C. Office for Greenville County in Plat Book III, page 57 and according to said plat with the following metes and bounds:

Beginning at an iron pin on the northern side of unnamed gravel road on the line of D. B. Goldsmith Estate and running thence N. 17-56 W. 281 Feet to an iron pin; thence N. 85-00 E. 61.4 feet to an iron pin on the line of other property of J. R. Richardson as shown on said plat and running thence with the said line S. 17-04 E. 278.9 feet to an iron pin on the northern side of a gravel road, property of J. R. Richardson; thence with the side of said road S. 84-16 W. 56.8 feet to an iron pin at the point of beginning.

As part of the consideration for this conveyance, the the grantee hereby agrees to pay the mortgage to Fountain Inn Federal Savings and Loan Association recorded in mortgage book 989, page 121 and having a present balance for Four Thousand, Six Hundred Ninety-three and 88/100 Dollars, (\$4,693.88).

It is understood that this lien constitutes a valid second mortgage on the above described property.

AND WHEREAS all and singular the rights, powers, prerogatives and appurtenances to the said premises belonging to or arising therefrom

THE SAID AND TO HOLD, sell and assign the said premises unto the said mortgagee, its heirs, successors, heirs and assigns forever

THE SAID PARTIES bind their heirs, assigns and administrators, to secure to secure and fulfill the said debt and conditions of the said note and conditions hereof, which is incorporated and made a part hereof and interest thereon, and to defend and support the said premises unto the said mortgagee, its heirs, successors and assigns, from and against all persons lawfully claiming to claim the same in any part thereof

AND IT IS AGREED, by and between the parties hereto, that the said mortgagee, its heirs, assigns, administrators, shall keep the buildings on said premises, insured against fire or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said note and conditions hereof, as shall be applied to the said mortgage, and in default thereof, the said mortgagee, its heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee, its heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid a sum equal to the amount of the debt secured by this mortgage

AND IT IS AGREED, by and between the said parties, that if the said mortgagee, its heirs, assigns, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the date of such payments

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said note, when the same shall become payable, or in any other of the conditions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its heirs, successors or assigns, although the period for the payment of the said debt may not then have expired

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, to should the debt hereby secured be placed in the hands of an attorney at law for collection, by such or otherwise, that all costs and expenses incurred by the mortgagee, its heirs, successors or assigns, including a reasonable counsel fee (not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder

PROVIDED ALWAYS, and it is the true intent and meaning of the parties to these presents, that when the said mortgage, its heirs, assigns, administrators or administrators shall pay, or cause to be paid unto the said mortgagee, its heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagee, its heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagee may hold and enjoy the said premises until default of payment shall be made

WITNESS my (our) Hand and Seal, this 5th day of December 1977

Signed, sealed and delivered in the presence of _____ (1.5)

WITNESS _____ (1.5)

WITNESS _____ (1.5)

REC'D - 14 77 286

BOOK 1418 PAGE 586

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