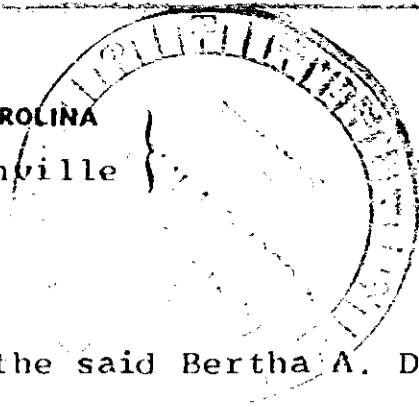


STATE OF SOUTH CAROLINA  
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

BOOK 1492 PAGE 959

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I the said Bertha A. Downer

(hereinafter referred to as Mortgagor) is well and truly indebted unto Pickensville Investment 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 Five thousand two hundred sixty-nine and 80/100-----

Dollars (\$ 5,269.80-- ) due and payable

at the rate of eighty-seven and 83/100(\$87.83)Dollars on February 5, 1980 and eighty-seven and 83/100(\$87.83)Dollars due on the 5th. of each and every month thereafter until the entire amount is paid in full.

maturity

with interest thereon from ~~MMK~~ at the rate of twelve per centum per annum, to be paid: semi-annually

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:

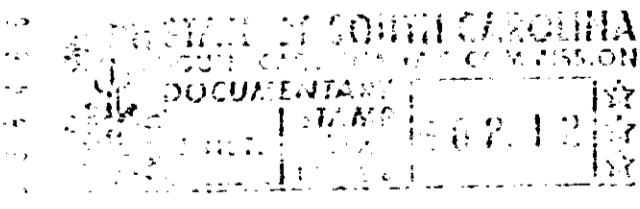
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 tract of land, situate, lying and being in the Township of Gantt, County of Greenville, State of South Carolina, containing 14.5 acres, and being a part of the 99.25 acres, more or less, conveyed to Jerry J. Brown and Wesley Brown by Federal Land Bank of Columbia, by deed dated October 1 1940. and having, according to a survey by Piedmont Engineering Company dated November 21 1949. the following metes and bounds, to-wit:

BEGINNING at a point six (6) feet north of an unwidened dirt road and bounded on the East by lands belonging to or formerly belonging to C. T. McClellan, and thence along a line six (6) feet north of said dirt road. S. 52-56 W. 400 feet; thence S. 67-22 W. 400 feet; thence S. 70-24 W. 537 feet; thence N. 14-05 W. 419.9 feet and being bounded on the west by lands owned by Jerry J. Brown and Wesley Brown; thence N. 6-00 E. 300 feet; thence S. 1-44 E. 121.3 feet being bounded on the north by lands belonging to or formerly to C. T. McClellan; thence along the southern boundary of McClellan's land, S. 85-15 E. 123.3 feet; thence N. 66-45 E. 288 feet; thence S. 83-20 E. 575 feet; thence S. 51-05 E. 270 feet to the point of BEGINNING.

This is the identical property conveyed to Bertha A. Downer by Antonio Downer and Pamela Wright, et al by deed recorded December 3, 1979 In Deed Book 1116 at pages 758 and 759 in the RMC Office for Greenville County, South Carolina.

Pickensville Investment Company  
P. O. Box 481  
Easley, South Carolina 29640



5270

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.

4-0001

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.

4328 RV-2