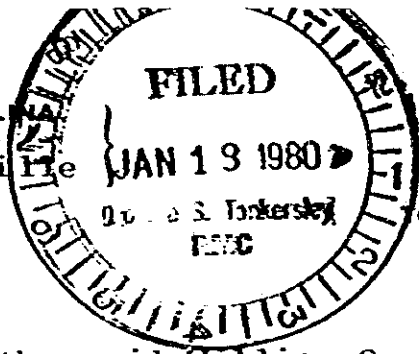


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

BOOK 1493 PAGE 622

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, the said William S. Smith and Margaret W. Smith
(hereinafter referred to as Mortgagor) is well and truly indebted unto Pickensville Finance 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 Four thousand seven hundred four and no/100-----

Dollars (\$ 4,704.00--) due and payable
in 42 successive monthly payments of One hundred twelve and no/100 (\$112.00) Dollars
beginning February 10, 1980 and one hundred twelve and no/100 (\$112.00) Dollars due
on the 10th. of each and every month thereafter until the entire amount is paid
in full.

with interest thereon from ~~the~~ maturity 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 piece, parcel or lot of land in the City and County of Greenville, State of South Carolina, with the buildings and improvements thereon, being shown on the City Block Book as Lot 3, Section 5, Sheet 76.3, and having according to a plat thereof by Jones Engineering Service, dated October 12, 1970, the following metes and bounds, to-wit:

BEGINNING at a point on the southern side of Birnie Street, 174 feet west from the intersection of Queen Street, and running thence S. 30-15 W., 114 feet to a point; thence N. 58-06 W., 50 feet to a point; thence N. 30-15 E., 113 feet to a point on the southern side of Birnie Street; thence S. 59-15 E., 50 feet to the point of beginning.

This is the identical property conveyed to William S. Smith by Ethel M. Brooks Franklin, formerly Ethel M. Brooks, by deed recorded October 23, 1975 in Book 1026 of Deeds, page 252 in the Office of the Register of Mesne Conveyance for Greenville County, South Carolina.

