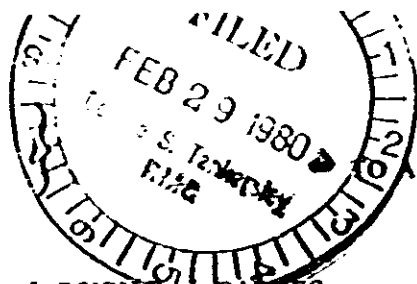


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



1498 928

MORTGAGE OF REAL ESTATE
ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM L. and BONNIE J. BARNES

(hereinafter referred to as Mortgagor) is well and truly indebted unto MARGARET D. KELLEY

(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

SIX THOUSAND FIVE HUNDRED AND NO/100 -----Dollars (\$ 6,500 00) due and payable

with interest thereon from March 1, 1980 at the rate of Ten (10) per centum per annum, to be paid: over 10 years at \$85.90 per month until satisfied.

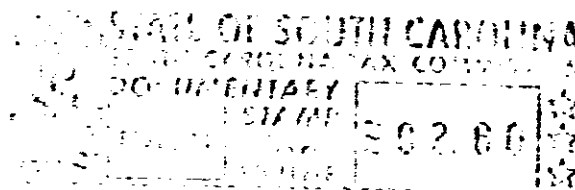
WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

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 on the Southeastern side of Briarcliff Drive (formerly Central Avenue), in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the greater portion of Lot No. 40 as shown on a plat of Dixie Heights, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book H at page 46, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southeastern side of Briarcliff Drive (formerly Central Avenue) at the joint front corner of Lots Nos. 40 and 41, and running thence with the line of Lot No. 41 S. 46-48 E. 150 feet to an iron pin; thence with the rear line of Lot No. 50 N. 43-12 E. 47 feet to an iron pin; thence a new line through Lot No. 40 N. 46-48 W. 150 feet to an iron pin on the Southeastern side of Briarcliff Drive; thence with the Southeastern side of Briarcliff Drive S. 43-12 W. 47 feet to the point of beginning.

This is the identical property conveyed to the mortgagor herein by deed of Margaret D. Kelley dated February 22, 1980, and to be recorded herewith in the R.M.C. Office for Greenville County, South Carolina.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.

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