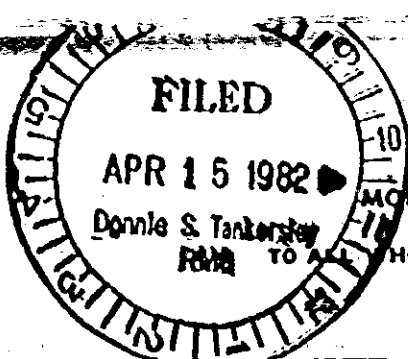


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1567 PAGE 998

MORTGAGE OF REAL ESTATE
FROM THESE PRESENTS MAY CONCERN:

WHEREAS, WALKER WAYNE GUTHRIE and RENEE COUSINS GUTHRIE

(hereinafter referred to as Mortgagor) is well and truly indebted unto WARREN COUSINS
1720 Dominion Ave.
Newberry, SC 29109

(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 Twenty Thousand and no/100ths

Dollars (\$ 20,000.00) due and payable

as set forth by note of mortgagors of even date

per note

with interest thereon from date at the rate of / per centum per annum, to be paid per note

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:

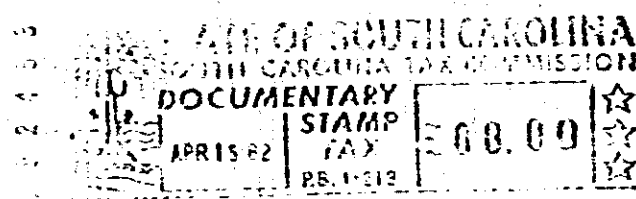
"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of GREENVILLE, being known and designated as Lot No. 42 and a 5-ft. strip of the Western side of Lot #41 on a plat of SUNSET HEIGHTS SUBDIVISION, Section 2, recorded in the RMC Office for Greenville County in Plat Book RR at page 85, and having, according to said plat and a recent survey by R.W. Dalton, Engineer, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the North side of Evening Way, the joint front corner of Lots 42 and 43, and running thence with the North side of said Street, N. 73-44 E., 105 feet to an iron pin in the front line of Lot 41; thence with a new line through said lot, N. 16-16 W., 185.77 feet to an iron pin, the joint rear corner of Lots 42 and 43; thence with the joint line of said lots, S. 16-16 E., 170 feet to the beginning corner.

THIS being the same property conveyed to the Mortgagors by deed of Barbara McNabb, now known as Barbara McNabb Pugh as recorded in the RMC Office for Greenville County in Deed Book 1150, at page 953, recorded on July 1, 1981.

THIS mortgage is third and junior in lien to that mortgage between Walker Wayne Guthrie and Renee Cousins Guthrie to NCNB Mortgage (mortgage being C. Douglas Wilson and Company as recorded in Mortgage Book 1050, at page 119, assigned to Metropolitan Life Insurance Company as recorded in Mortgage Book 1050, at page 120 in the RMC Office for Greenville County, S.C.) and that mortgage between Walker Wayne Guthrie and Renee Cousins Guthrie to Barbara McNabb, now known as Barbara McNabb Pugh, as recorded in the RMC Office for Greenville County in Mortgage Book 1545 at page 922.

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Together with all and singular rights, members, hereditaments, 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.

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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