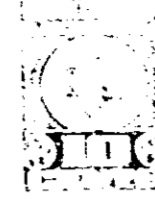


REAL ESTATE MORTGAGE



LENDER - MORTGAGEE

FORD MOTOR CREDIT COMPANY

211 Century Dr., Suite 100-C, Greenville, S.C. 29607

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BORROWER(S) MORTGAGOR(S)

Harold Leon McPhail and Betty Jean B. McPhail 605 New Dunham Bridge Rd., Greenville, S.C. 29611



STATE OF SOUTH CAROLINA

County of Greenville

TO ALL WHOM THESE PRESENTS



WHEREAS, the undersigned Mortgagor(s) hereinafter referred to as "Mortgagor" in and by that certain Promissory Note, bearing Loan Date 11-21-84, stand firmly held and bound unto Ford Motor Credit Company hereinafter sometimes referred to as "Mortgagee," in the penal sum of Seventeen Thousand Eighty Three and 01/100 DOLLARS, conditioned for the payment of the full and just sum of Eleven Thousand Four Hundred Fifty Two and 25/100 DOLLARS as in and by the said Promissory Note and condition thereof, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, THAT said Mortgagor Harold Leon McPhail & Betty Jean B. McPhail in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the condition of the said Promissory Note, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mortgagee.

FORD MOTOR CREDIT COMPANY, ITS SUCCESSORS AND ASSIGNS:

ALL that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the eastern side of New Dunham Bridge Road in Greenville County, South Carolina, being shown and designated as Lot No. 60 on a plat of VARDRY-VALE, Section 1, made by Campbell & Clarkson, Surveyors, Inc., dated November 15, 1968 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book WWW at page 40, reference to which is hereby craved for the metes and bounds thereof. Being the property conveyed to the mortgagor by deed of James C. Abercrombie, et.al. dated 10/12/76 and recorded in Book 1044 at page 514.

The above property is also known as 605 New Dunham Bridge Rd., Greenville, S.C.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said premises unto the said Mortgagee, its successors and assigns forever. And the Mortgagor does hereby bind his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto the said Mortgagee, its successors and assigns, from and against his heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

AND IT IS AGREED, by and between the said parties, that the said Mortgagor, his heirs, executors or administrators, shall and will forthwith insure the house and building on said lot, and keep the same insured from loss or damage by fire in at least such sums as the Mortgagee shall from time to time require and assign the policy of insurance to the said Mortgagee, its successors or assigns. And in case the Mortgagor at any time neglects or fails so to do, then the said Mortgagee, its successors or assigns, may cause the same to be insured in its own name, and reimburse itself for the premium and expenses of such insurance under the mortgage.

AND IT IS AGREED, by and between the said parties in case of default in any of the payments of interest or principal as herein provided for, or in the said Promissory Note for which this instrument is evidence of security, the whole amount of the debt secured by this mortgage shall at the option of the said Mortgagee become immediately due and payable.

AND IT IS FURTHER AGREED, that said Mortgagor, his heirs and assigns, shall pay promptly all taxes assessed and chargeable against said property, and in default thereof, that the holder of this mortgage may pay the same, whereupon the entire debt secured by this mortgage shall immediately become due and payable, if the Mortgagee shall so elect

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