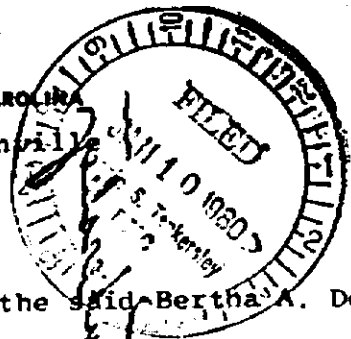


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

BOOK 1492 PAGE 959

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 83 PAGE 210

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-----

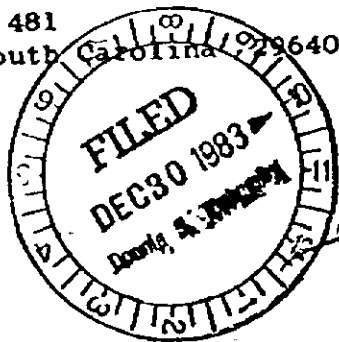
Dollars (\$ 5,269.80---) due and payable

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.

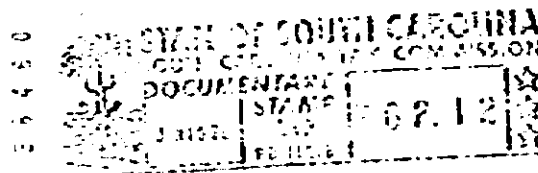
feet and being bounded on the west by lands owned by Jerry J. Brown and Wesley Brown; thence N. 6-00 E.300 feet; thence S. 1-44 E. 121.3 feet being bounded on the north by lands belonging to or formerly to C. T. McClellan; thence along the southern boundary of McClellan's land, S. 85-15 E. 123.3 feet; 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



DEC 30 1983



Pickensville Investment Company

Paid In Full 12/22/83

By *[Signature]* Mgr

20159

Witnesses:

[Signatures: Stephanie Guffett, Lisa Gillespie]

[Signature: Daniel S. [unclear]]

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.

GCTO ----- 2 JAN 10 80 1060

GCTO ----- 3 DEC 30 83 031

4.CCCT