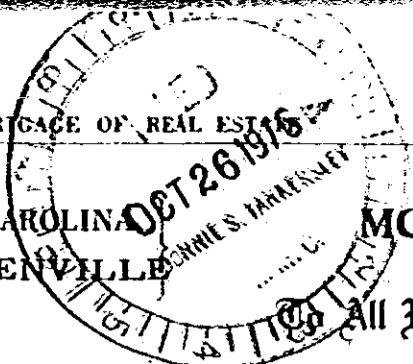


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

To All Whom These Presents May Concern:

Whereas: Randy Lee Shelton and H. Elaine Shelton,

(hereinafter referred to as Mortgagor) is well and truly indebted unto W. J. Mahaffey and F. A. Mahaffey

(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

Eighteen Thousand and no/100----- Dollars (\$18,000.00) due and payable to W. J. Mahaffey & F. A. Mahaffey, c/o Western Auto, 1456 Laurens Road, Greenville, South Carolina, on or before the first day of each and every month, beginning November 1, 1976, until paid in full, in monthly payments of \$156.21,

with interest thereon from date at the rate of 8.5 per centum per annum to be paid: monthly payments of \$156.21

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:

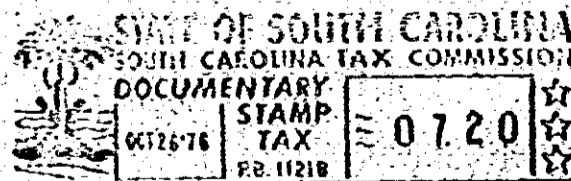
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Austin Township, known as Lot No. 63, in the subdivision known as Hunters Acres, according to a survey and plat made by W. J. Riddle in May, 1952, and recorded in the RMC Office for Greenville County in Plat Book BB at Page 51, reference to which is hereby craved for more complete description.

Being more fully described beginning at an iron pin on Willis Street, 80 feet from the intersection of Florence Drive and Willis Street, being front joint corner of Lot No. 62 and 63, and running thence S. 58-41 W. 200 feet to an iron pin; thence N. 24-19 W. 80 feet to an iron pin; thence N. 58-41 E. 200 feet to an iron pin on edge of Willis Street; thence along Willis Street, S. 24-19 E. 80 feet to an iron pin, being the point of beginning.

This is the same property conveyed to the grantors herein by deed of Bobby Joe Mahaffey, Sr., and Judy J. Mahaffey, dated February 24, 1967, and recorded in the RMC Office for Greenville County, S. C., in Book 814 at Page 373 on February 24, 1967.

Mortgagors covenant and agree that the mortgagees are entitled to receive the principal and interest as if the loan were repaid over the entire contemplated twenty (20) year life of the mortgage. That if the Mortgagors elect to pay any portion of the loan before due, under the terms and conditions of the mortgage and companion note of even date, the interest will be computed and paid to the mortgagees as if the loan had run the entire contemplated time of the mortgage (20 years). However, in no case would the mortgagors be required to pay more than one year's interest should they elect to pay off the companion note to this mortgage before maturity date.



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 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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