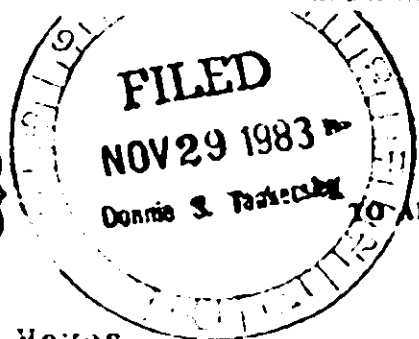


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



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MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Ola G. Hayes

(hereinafter referred to as Mortgagor) is well and truly indebted unto B. P. Edwards, Inc.

(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

Ten thousand nine hundred and no/100 - - - - - Dollars (\$ 10,900.00) due and payable \$158.16 per month for 180 consecutive months.

with interest thereon from date at the rate of 15.75 per centum per annum, to be paid: Monthly

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 west side of State Highway No. 14, near Pleasant Grove Baptist Church, about two miles southwestward from the City of Greer, in Chick Springs Township, being Lot No. 3 of the property of Moss C. and Zobedia Black, plat thereof recorded in Plat Book FF, Page 18, R. M. C. Office for Greenville County, and having a frontage of 99.6 feet on State Highway No. 14, with a depth of 157.8 feet on the north side, a rear line of 95.8 feet, and a depth of 132 feet on the south side.

This is the same property conveyed to Coleman A. Hayes and Ola G. Hayes, by deed from James T. Satterfield and Ruby D. Satterfield, deed dated the 4th day of March, 1961, and recorded in the R. M. C. Office for Greenville County in Deed Book 675, at Page 130, on June 2, 1961 and a portion of the property inherited by Ola G. Hayes, under the Will of Allie Coleman Hayes who died testate on June 6, 1973, said Estate being duly probated in Apartment 1517 File 14 in Probate Court for Greenville County.

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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 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 Mortgagee 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 Mortgagee 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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