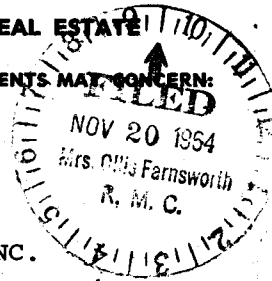


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

BOOK 979 PAGE 71

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:



WHEREAS, I, Toy Dillard, Jr.

(hereinafter referred to as Mortgagor) is well and truly indebted unto BARCO, 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 Four Thousand Two Hundred Sixty Two and Twenty-nine Hundredths----- Dollars (\$4,262.29) due and payable

in Sixty (60) equal consecutive monthly installments of Eighty Two and Thirty-nine Hundredths Dollars (\$82.39) each, beginning on the 1st day of December, 1964, and continuing on the 1st day of each and every month thereafter until paid in full;
with interest thereon from date at the rate of six (6) 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, Chick Springs Township, known as Lot No. 3 in Survey of F. G. Rogers of the Subdivision of land of Peter Ligon. The said Lot No. 3 is recorded in Plat Book A, at page 445, in the Office of the register of Mesne Conveyances for Greenville County. The said tract was subdivided into five Lots; this being Lot No. 3 of said subdivision. For reference as to size and location of said Lot of Land, reference is hereby made to the Greater Greenville Tax Maps in the Block Book Department of the Auditor's Office for Greenville County at Sheet No. 183, Block No. 1, Lot No. 8. The house and Lot aforesaid faces on Magnolia Street.

BEING the same property Conveyed to Toy Dillard and Mary Frances Dillard by Freddie Poole Smith by her deed dated July 14, 1953 and recorded in the R. M. C. Office for Greenville County in Deed Volume 482 at page 303.

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

This Mortgage Assigned to Southeastern Trust
on 4 day of Nov 1964. Assignment recorded
in Vol. 979 of R. E. Mortgages on Page 185

*Paid and satisfied this 29th day of January 1968.
North American Acceptance Corporation
By J. T. Jones Vice President
attest W. I. Crosby assistant Secretary
Signed, sealed and delivered in the presence of
Darlene Hunter
Marjorie Chappell*

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Feb 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:40 O'CLOCK A M. NO. 20678

This Mortgage Assigned to North American Acceptance Corp.
on 5 day of Nov 1964. Assignment recorded
in Vol. 1083 of R. E. Mortgages on Page 264