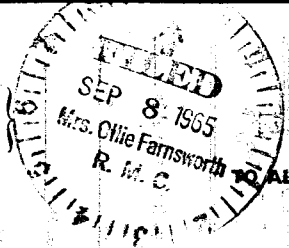


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1006 PAGE 651

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We, William W. Barr and Jo Ann Aiken Barr

(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 Three Thousand Two Hundred Sixty Seven and 46/100

Dollars (\$ 3267.46) due and payable in equal monthly installments of Sixty Three and 16/100 (\$63.16) Dollars, commencing on the first day of October, 1965, and continuing on the first day of each and every month thereafter for a total of sixty (60) months, and until paid in full, and as more fully set forth in the Real Estate Note executed this date,

with interest thereon from date at the rate of -six- per centum per annum, to be paid: as set forth in Real Estate Note

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, and being on the western side of Chipley Lane, and being known and designated as LOT 105 CHESTNUT HILLS SUBDIVISION, as shown on plat prepared by R.K. Campbell, R.S., dated 3-18-54, and recorded in the R.M.C. Office for Greenville County in Plat Book "GG", at pages 64 and 65, reference to which is hereby made for a more complete description as to size, shape, metes and bounds.

FOR VALUE RECEIVED the undersigned does hereby grant, bargain, sell and release unto NORTH AMERICAN ACCEPTANCE CORPORATION, 1252 W. Peachtree St., N.W., Atlanta, Georgia, all its right, title and interest to the within mortgage and to the note which said mortgage is given to secure this 17th day of August, 1965.

BARCO, INC.

WITNESSES:

Carole J. Wales
Billy J. Hatcher

BY: Bobby H. Huffeth SEAL
BRANCH MANAGER

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.

SATISFIED AND CANCELLED OF RECORD
28th DAY OF Mar. 1977
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:34 O'CLOCK A M. NO. 25751

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 46 PAGE 299