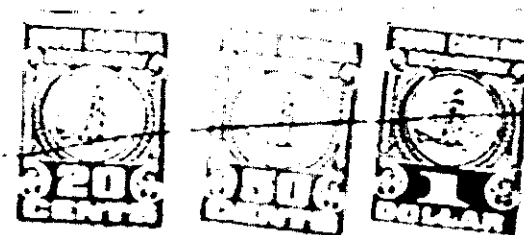


MORTGAGE



WHEREAS (we) Eugene C. & Phyllis A. Van Norman (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto

Poinsett Discount Co., Inc. (hereinafter also styled the mortgagee) in the sum of

\$ 4,620.00 payable in 60 equal installments of \$ 77.00 each, together and in the

15th day of February 1978 and falling due on the same of each subsequent month, as provided by the said Note and conditions thereof, reference thereto has will more fully appear.

AND WHEREAS ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note, which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagee in hand well and truly paid by the said mortgagor, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

All that certain piece, parcel or lot of land situate, lying and being on the Westerly side of Mooremont Avenue near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 3 as shown on plat entitled "Property of J. H. Morgan", prepared by Jones Engineering Services, dated April, 1966, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 114 Mat page 155 and having, according to said plat, the following metes and bounds:

BEGINNING at an iron pin on the Westerly side of Mooremont Avenue at the joint front corner of Lots Nos. 2 and 3 and running thence with the line of Lot No. 2 S. 84-28W. 140 feet to an iron pin; thence N. 5-32W. 75 feet to an iron pin at the joint rear corner of Lots Nos. 3 and 4; thence with the line of Lot No. 4N. 84-28 E. 140 feet to an iron pin on the Westerly side of Mooremont Avenue; thence with the Westerly side of Mooremont Avenue S. 5-32 E. 75 feet to the point of beginning.

This conveyance is made subject to residential restrictions recorded in the RMC Office for Greenville County, S. C., in Deed Book 604 at page 506 and to all easements and right of way for public utilities, if any, serving the subdivision of which the subject premises is a part.

This is a portion of the same property conveyed to the Grantor by deed recorded in Deed Book 1026 at page 366.

This is the identical property conveyed to Phyllis E. VanNorman by Eugene C. VanNorman on 11/19/75 and recorded 11/19/75 in the office of the RMC for Greenville County, S. C. in Deed Book 1028, page 487.

IT IS UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID SECOND LIEN ON THE ABOVE DESCRIBED PROPERTY.

TOGETHER with all and singular the rights, members, servitudes and appurtenances to the said premises belonging, or in anywise accruing.

TO HAVE AND TO HOLD, sell and assign the said Premises, with the said mortgage, its (his) heirs, successors, heirs and assigns forever.

AND I (we) do hereby bind my (our) self and my (our) heirs, executors and administrators, to procure or procure or further procure or procure or to cause to be procured, the title to which is unencumbered, and also to warrant and defend all and singular the said Premises and the said mortgage its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or claiming the same in any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance of the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagor, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagor its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s) his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagor, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the same so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said Note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said Note and mortgage, then this Deed of Bargain and Sale shall cease, terminate and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 9th day of December 1977

Signed, sealed and delivered in the presence of

WITNESS

WITNESS

Eugene C. Van Norman (I.S.)
Phyllis A. Van Norman (I.S.)

Dee DeWaal
Pat C. Charstain

CGTJ - 2 OCT 20 77 1176

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