STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BETTY JO BETTIS-JENNINGS AND LOUANNE B. FINLEY (ALSO KNOWN AS TALLULAH B. FINLEY)

(hereinafter referred to as Mortgagor) is well and truly indebted unto

BANK OF TRAVELERS REST

Dollars (\$ 55,000.00) due and payable

in accordance with terms of note of even date herewith

with interest thereon from

at the rate of

per centum per annum, to be paid:

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:

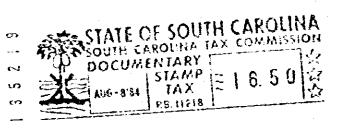
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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 Mortgagoe, 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, Greenville Township, on the west side of Wilton Street, in the City of Greenville, and having the following metes and bounds, to-wit:

BEGINNING at a pin on the west side of Wilton Street 140 feet N. 1-41 E., from the intersection of Croft Street and Wilton Street and running thence with Wilton Street N. 1-41 E., 65 feet to a pin; thence N. 83-17 W., 158 feet 9 inches to iron pin; thence S. 1-41 W., 65 feet to a pin; thence S. 83-17 E., 158 feet 9 inches to the point of beginning, and being a 2-1/2 foot strip off the northern side of Lot No. 2 according to plat of R. E. Dalton, Engineer, June, 1926, not recorded and conveyed to G. W. Palmer by Mary H. Farrow by deed of January 29, 1927, recorded in Deed Book 104, Page 419, and according to deed from Mrs. Mary H. Farrow to G. W. Palmer January 9, 1944, and Lot No. 3, of said plat, less the 2-1/2 foot strip conveyed by G. W. Palmer to M. F. Barton recorded in the R.M.C. Office in Volume 104, Page 418. See deed of Mary H. Farrow to G. W. Palmer, July 1, 1926, recorded in Deed Book 98, Page 503.

This is the same property conveyed to Thomas A. Bettis by deed of Grace P. Bettis recorded in the R.M.C. Office for Greenville County in Book 1124, Page 296 on March 19, 1981. Thomas A. Bettis died testate in Greenville County leaving the mortgagors as two of the beneficiaries under his Last Will and Testament. See Greenville County Probate Court Apartment W 1672, File 6. James I. Bettis and Thomas A. Bettis, Jr., the remaining beneficiaries of Thomas A. Bettis, by separate deeds recorded simultaneously herewith, have conveyed their interest to the mortgagors to the above property.

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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 equigment, 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 Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.