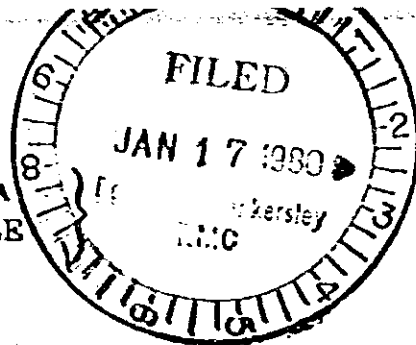


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1493 PAGE 492

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

WHEREAS, We, Bonnie F. Brown and Copell Terry, as Deacons of Calvary Baptist Church
(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

Three thousand six hundred and no/100 - - - - - Dollars (\$ 3,600.00) due and payable

in monthly installments of \$56.45 for 120 months, the first payment becoming due February 12, 1980 and the final payment being due 1-12-90.

with interest thereon from date at the rate of 14.25 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, and having the following courses and distances, metes and bounds, to wit:

BEGINNING at a point on Ballenger's corner on Frohawk Street, and runs thence 88 feet to an alley; thence along said alley 127 feet to a pin; thence 88 feet to Ballenger's line; thence with Ballenger's line 131 feet to the beginning corner; and being the same property conveyed to B. P. Edwards by Peoples National Bank of Greenville, S. C., Trustee for Constance D. Dooley, Martha E. McCleery, Luther M. Davenport, Malcolm C. Davenport and Dan D. Davenport by deed recorded in Deed Book 246, Page 229.

AND being the same piece of property conveyed to B. P. Edwards, Inc, by deed from Vance E. Edwards, Thalia E. Morris, Betty E. McKinney, Vera E. Burnette, Luna E. Hilliard, and Alvin B. Edwards, the sole heirs of Benjamin Perry Edwards, and recorded in Volume 1051, Page 434, R. M. C. Office for Greenville County.

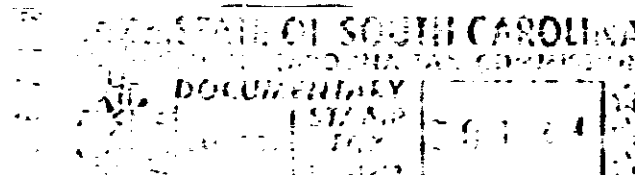
AND being the same piece of property conveyed to us this date by deed from B. P. Edwards, Inc., deed to be recorded herewith.

ALSO all that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, and being shown as plat of property prepared for the City of Greer, Department of Community Development by Wolfe and Huskey, Inc., dated June 25, 1976 and having metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeastern corner of property of Grantees herein and running thence N. 06-58 E. 7.93 feet to an iron pin in the center of Short Street; thence turning and running along the center of Short Street, thence turning and running along the center of Short Street; N. 62-45 E. 19.2 feet to an iron pin in the center of Short Street; thence turning and running S. 15-33 W. 7.65 feet to an iron pin; thence turning and running S. 62-45 E. 120.39 feet to an iron pin, the point of beginning.

AND being the same piece of property conveyed to us this date by deed from B. P. Edwards, Inc., deed to be recorded herewith.

This is purchase money mortgage.



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 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.

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