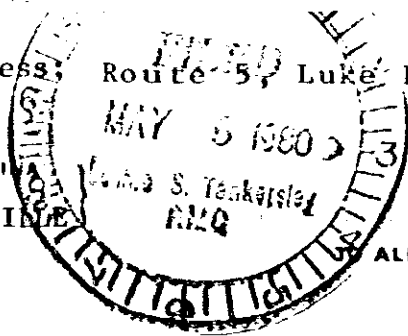


Mortgagees' Address, Route 5, Luke Drive, Greer, S. C. 29651

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1502 PAGE 372

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, STEVEN A. IVESTER AND CATHY C. IVESTER,

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

WILLIAM R. BARTON AND MAMIE L. BARTON,

(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

--Twenty Eight Thousand Nine Hundred and No/100-----Dollars (\$ 28,900.00) due and payable

in 239 monthly installments of \$275.22 each and a final balloon payment of the balance due, with the first payment being due June 1, 1980, and continuing on like day thereafter until paid in full

with interest thereon from date at the rate of --11%-- 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:

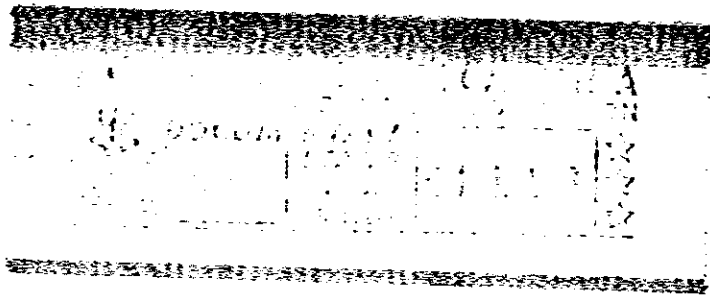
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, in Austin Township, within the corporate limits of Mauldin, and being known and designated as Lot Number 43 of a subdivision known as Glendale, a plat of which is of record in the R.M.C. Office for Greenville County in Plat Book QQ, at Pages 76-77, and having the following metes and bounds, to-wit:

BEGINNING at a point on the southwestern side of Drury Lane at the joint front corner of Lots 42 and 43 and running thence with the southwestern side of Drury Lane N. 35-40 W. 100 feet to a point at the joint front corner of Lots 43 and 44; thence S. 54-20 W. 157.7 feet to a point at the joint rear corner of Lots 43 and 44; thence S. 33-45 E. 100.05 feet to a point at the joint rear corner of Lots 42 and 43; thence N. 54-20 E. 161.3 feet to a point on the southwestern side of Drury Lane at the point of beginning.

This being the same property conveyed to the Mortgagors herein by deed of William R. Barton and Mamie L. Barton dated May 1, 1980, and to be recorded of even date herewith.

It is agreed and understood by the Mortgagors and the Mortgagees herein that a first mortgage to Bankers Trust is currently against the above-described property in the name of the Mortgagees, with a current balance of \$8,381.87. It shall be the Mortgagees' responsibility to make payments in the amount of \$289.03 per month on said mortgage. In the event Mortgagees fail to make said payments, the Mortgagors shall make payments to Bankers Trust in lieu of payments on this mortgage; and all payments made by the Mortgagors on the Bankers Trust mortgage shall be credited against this mortgage.



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

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