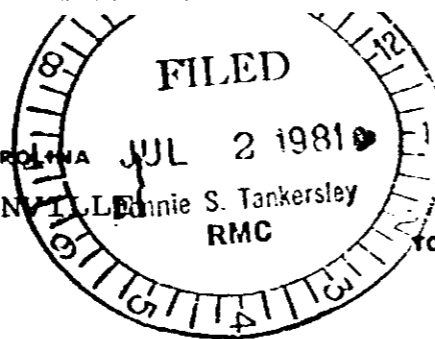


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1546 PAGE 116

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DEBORAH C. BORGSCHULTE

(hereinafter referred to as Mortgagor) is well and truly indebted unto KEY PRODUCTS & SERVICES, INC.
P.O. Box 2461, Greenville, S.C. 29602

(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 Nineteen Thousand Five Hundred and no/100ths--
Dollars (\$ 19,500.00) due and payable

as set forth by note of mortgagors of even date

with interest thereon from date at the rate of ^{per note} per centum per annum, to be paid per 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:

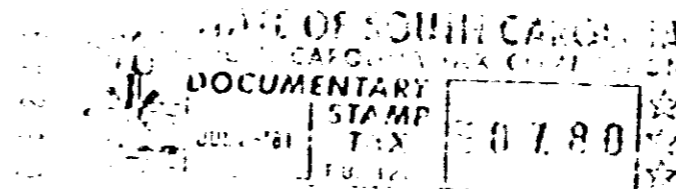
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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, containing two (2) acres and being shown and designated on a plat entitled "Property of Dawn Denise Hill" prepared by C. O. Riddle, RLS, recorded in Plat Book 5W at Page 98 in the RMC Office for Greenville County, South Carolina, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Souther side of Old Hundred Road at its intersection with an unnamed street and running thence S. 25-22 E., 276 feet to an iron pin; thence N. 64-38 E., 295.9 feet to an iron pin; thence N. 25-22 W., 322.4 feet to an iron pin on the Southern side of Old Hundred Road; thence continuing with the Southern side of Old Hundred Road, the following courses and distances to-wit: S. 51-45 W., 100 feet to an iron pin; thence S. 55-54 W., 100 feet to an iron pin; thence S. 59-26 W., 100 feet to the point of beginning. This property is bounded on the North by Old Hundred Road, on the West by an unnamed street; and on the South and East by property now or formerly belonging to J. B. King.

THIS is the same property conveyed to the mortgagors herein by deed of Key Products & Services, Inc. of even date, to be recorded herewith.

THIS mortgage is second and junior in lien to that mortgage between Terry A. Borgschulte and Deborah C. Borgschulte to Palmetto Savings and Loan Association as recorded in the RMC Office for Greenville County in Mortgage Book 1403 at Page 834.



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 new 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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