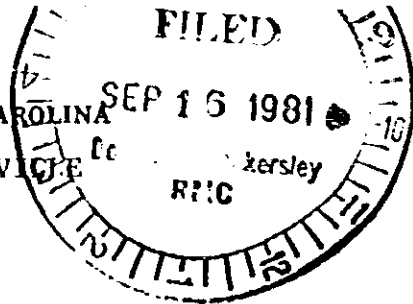


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1552 PAGE 929

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, DAVID ALLEN SMITH AND ROSELYN M. SMITH

(hereinafter referred to as Mortgagor) is well and truly indebted unto WAYMOND W. LEONARD, Box 11,  
Reidville, South Carolina, 29375

(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 Eight Thousand Nine Hundred and no/100  
Dollars (\$ 8,900.00 ) due and payable

as per the terms of note of even date

(12%)

with interest thereon from date at the rate of twelve 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:

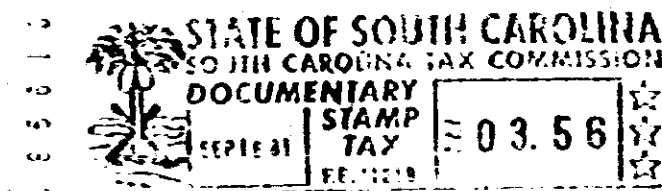
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and  
of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his  
accounts by the Mortgagee, and also in 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

ALL that certain piece, parcel or lot of land, with any and all improvements thereon,  
lying, being and situate in the State of South Carolina, County of Greenville,  
and being designated as Lot No. Eighteen (18) and containing two and sixty-four/100ths  
(2.64) acres, more or less, as shown on a survey "Woodforest" prepared for East  
Greenville County Farms, Inc., dated June 24, 1980, and recorded December 9, 1980,  
in the Office of the Clerk of Court for Greenville County in Plat Book 8-I at page  
18 & 19, reference being made to such plat for the metes and bounds of such lot.

Derivation: Deed from East Greenville County Farms, Inc., to Davis Allen Smith  
and Roselyn M. Smith, recorded June 10, 1981, in the RMC Office for Greenville  
County, South Carolina, in Deed Book 1149, Page 646.

Said property is subject to any and all existing reservations, easements, rights-of-  
way, zoning ordinances and restrictions or protective covenants that may appear of  
record or on the premises.



Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or ap-  
pertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and light-  
ing 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 encum-  
brances 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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