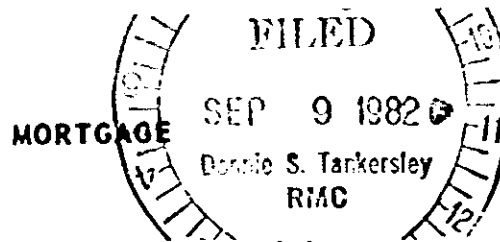


AMOUNT FINANCED: \$4,564.46



BOOK 1580 PAGE 90

WHEREAS I (we) Betty Jean C. Evans and William Smith (hereinafter also styled the mortgagor) in and by my (our) certain Note bearing even date herewith, stand firmly held and bound unto Poinsett Discount Co., Inc., Greenville, S. C. (hereinafter also styled the mortgagee) in the sum of

\$8,139.60, payable in 84 equal installments of \$96.90 each, commencing on the 10th day of October 1982 and falling due on the same of each subsequent month, as in and by the said Note and conditions thereof, reference thereunto had will more fully appear.

NOW, KNOW ALL MEN, that the mortgagor(s) in consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid, by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said mortgagee, its (his) heirs, successors and assigns forever, the following described real estate:

ALL that lot of land with improvements thereon, situate, lying and being on the western side of Watts Court, in Greenville, South Carolina, being shown and designated as part of Lots 10, 11, and 12, on a plat of the estate of Stella K. Tindal made by Dalton and Neves, dated January, 1931, and recorded in the RMC Office for Greenville County, S. C. in Plat Book H at page 280, and being shown and designated on a Plat of the property of Robert Lee Jones and Bernice M. Jones prepared by Dalton and Neves, dated October 20, 1969 and recorded in the RMC Office for Greenville County, S. C. in Plat Book 4C at page 131, reference to which is hereby craved for the metes and bounds thereof.

This is the identical property conveyed to Betty Evans by deed of John Edward Clark 4/4/78, recorded 4/26/78 in Deed Book 1077, page 790; deed of Randolph Clark 4/4/78, recorded 4/26/78 in Deed Book 1077, page 791; deed of James Albert Clark on 4/19/78, recorded 4/26/78 in Deed Book 1077, page 792; deed of Jennifer Chapman on 4/4/78, recorded 4/26/78 in Deed Book 1077, page 793; deed of Delores Luster 4/4/78, recorded 4/26/78 in Deed Book 1077, page 794; Robert Don Jones on 4/4/78; recorded 4/26/78 in Deed Book 1077, page 796; deed of Linda Parker on 4/6/78, recorded 4/26/78 in Deed Book 1077, page 801; deed of Frank P. McGowan, Master for Victoria Jones, a minor 6/30/78, recorded 6/30/78 in Deed Book 1082, page 335. For further reference see estate files for father; Robert Lee Jones, who died 11/30/74, Prob. File 1362-21 and Mother: Bernice M. Jones, who died 12/26/75, Probate File 1419-24.

ALSO SEE rerecording of James Albert Clark for correction of probate being recorded herewith.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

IT IS HEREBY UNDERSTOOD THAT THIS MORTGAGE CONSTITUTES A VALID FIRST LIEN ON THE ABOVE DESCRIBED PROPERTY.

TO HAVE AND TO HOLD, all and singular the said Premises unto the said mortgagee, its (his) successors, heirs, assigns, executors, administrators, and assigns, together with all and singular the said Premises unto the said mortgagee its (his) heirs, successors and assigns, from and against all persons lawfully claiming, or to claim the same or any part thereof.

AND IT IS AGREED, by and between the parties hereto, that the said mortgagor(s) his (their) heirs, executors, or administrators, shall keep the buildings on said premises, insured against loss or damage by fire, for the benefit of the said mortgagee, for an amount not less than the unpaid balance on the said Note in such company as shall be approved by the said mortgagee, and in default thereof, the said mortgagee, its (his) heirs, successors or assigns, may effect such insurance and reimburse themselves under this mortgage for the expense thereof, with interest thereon, from the date of its payment. And it is further agreed that the said mortgagee its (his) heirs, successors or assigns shall be entitled to receive from the insurance moneys to be paid, a sum equal to the amount of the debt secured by this mortgage.

AND IT IS AGREED, by and between the said parties, that if the said mortgagor(s), his (their) heirs, executors, administrators or assigns, shall fail to pay all taxes and assessments upon the said premises when the same shall first become payable, then the said mortgagee, its (his) heirs, successors or assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this mortgage for the sums so paid, with interest thereon, from the dates of such payments.

AND IT IS AGREED, by and between the said parties, that upon any default being made in the payment of the said Note, when the same shall become payable, or in any other of the provisions of this mortgage, that then the entire amount of the debt secured, or intended to be secured hereby, shall forthwith become due, at the option of the said mortgagee, its (his) heirs, successors or assigns, although the period for the payment of the said debt may not then have expired.

AND IT IS FURTHER AGREED, by and between the said parties, that should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the mortgagee, its (his) heirs, successors or assigns, including a reasonable counsel fee (of not less than ten per cent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

PROVIDED, ALWAYS, and it is the true intent and meaning of the parties to these Presents, that when the said mortgagor, his (their) heirs, executors or administrators shall pay, or cause to be paid unto the said mortgagee, its (his) heirs, successors or assigns, the said debt, with the interest thereon, if any shall be due, and also all sums of money paid by the said mortgagor, his (their) heirs, successors, or assigns, according to the conditions and agreements of the said note, and of this mortgage and shall perform all the obligations according to the true intent and meaning of the said note and mortgage, then this Deed of Bargain and Sale shall cease, determine and be void, otherwise it shall remain in full force and virtue.

AND IT IS LASTLY AGREED, by and between the said parties, that the said mortgagor may hold and enjoy the said premises until default of payment shall be made.

WITNESS my (our) Hand and Seal, this 25th day of August 1982

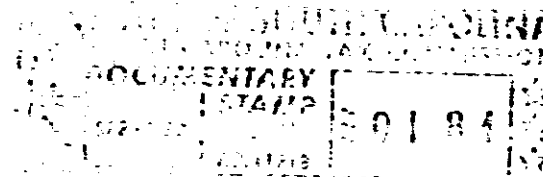
Signed, sealed and delivered in the presence of

WITNESS

WITNESS

Betty Jean C. Evans (L.S.)
William Smith (L.S.)

(CONTINUED ON NEXT PAGE)



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