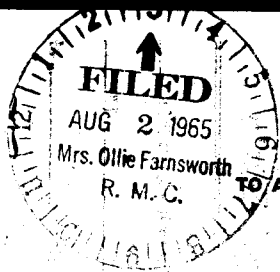


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

8984 1003 PAGE 45

WHEREAS, We, Rene Bouteillie and Hilda Bouteillie

(hereinafter referred to as Mortgagor) is well and truly indebted unto BARCO, 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 Four Hundred Eighty One and 63/100

Dollars (\$ 3481.63) due and payable in equal monthly installments of Sixty Seven and 30/100 (\$67.30) Dollars, first payment due and payable on the 15th day of September, 1965, and a like payment each and every month thereafter for a total of sixty (60) months and until paid in full, and as fully set forth in the Real Estate Note executed this date,

with interest thereon from date at the rate of -Six- per centum per annum, to be paid: as set forth in said 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, and being on the Eastern side of Hunts Bridge Road, and being known and designated as Lot No. 73, on a plat of Western Hills Subdivision, as recorded in the R.M.C. office for Greenville County in Plat Book QQ, at pages 98 and 99, reference to which is hereby made for a more complete description as to size, shape, metes and bounds.

FOR VALUE RECEIVED the undersigned does hereby grant, bargain, sell and release unto NORTH AMERICAN ACCEPTANCE CORPORATION, 1252 W. Peachtree St., N.W., Atlanta, Georgia, all its right, title and interest to the within mortgage and to the note for which said mortgage is given to secure, this 29th day of July, 1965.

BARCO, INC.

WITNESSES:

Carole B. Wells
Billy L. Hunter

BY: *Robert H. Lowry* SEAL
Branch Manager

Assignment Recorded August 2, 1965 at 3:00 P. M.

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 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.

Paid and satisfied this 24 of October 1967.
North American Acceptance Corporation
By R.D. Free Vice President
attest - W. J. Crosby assistant Secretary
Signed sealed and delivered in the presence of
Dairlene C. Hunter
Marjorie Chappell

SATISFIED AND CANCELLED OF RECORD
31 DAY OF Oct. 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:49 O'CLOCK A. M. NO. 12550