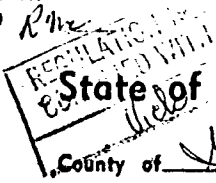


AFFIDAVIT
FILED



REAL ESTATE MORTGAGE WITH INSTALLMENT MORTGAGE

FILED

GREENVILLE CO. S.C.

BOOK 1269 PAGE 546

DONNIE S. TANKERSLEY
R.M.C.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

SEND GREETINGS:

WHEREAS, I, WE THE SAID Robert S. Smith and Betty L. Smith,

HEREINAFTER CALLED MORTGAGOR, IN AND BY MY, OUR CERTAIN NOTE OR OBLIGATION BEARING
EVEN DATE HEREWITH, STAND INDEBTED, FIRMLY HELD AND BOUND UNTO THE CITIZENS AND
SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, Greenville, S. C., HEREINAFTER
CALLED MORTGAGEE, THE SUM OF forty four thousand eight hundred forty seven and 1/100
DOLLARS (\$44,847.80), REPRESENTING \$36,596.36 OF PRINCIPAL
AND \$9,251.44 OF INTEREST, BEING DUE AND PAYABLE IN EQUAL MONTHLY INSTALLMENTS
OF \$764¹³, COMMENCING ON THE 10 DAY OF April, 1973,
AND ON THE SAME DATE OF EACH SUCCESSIVE MONTH THEREAFTER.

Said note provides that past due principal and/or interest shall bear interest at the rate of seven (7%) per cent per annum as reference being had to said note will more fully appear; default in any payment of either principal or interest to render the whole debt due at the option of the Mortgagee or holder hereof. Forbearance to exercise this right with respect to any failure or breach of the maker shall not constitute a waiver of the right as to any subsequent failure or breach. Both principal and interest are payable in lawful money of the United States of America

at the office of the Mortgagee at Greenville, South Carolina, or at such other place as the holder hereof may from time to time designate in writing:

NOW, KNOW ALL MEN, that the said Mortgagor in consideration of the said debt and sum of money aforesaid; and for the better securing the payment thereof to the said Mortgagee according to the terms of the said Note; and also in consideration of the further sum 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 the following described real estate, to-wit:

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of S.C., lying about 1 mile east of the town of Taylors and between the U.S. Super Highway No 29 and the P & N Railway, being all of lots nos 54, 55 and 56 on a plat of the G.D. Collier property made by H.L. Dunahoo, Surveyor, dated Oct 27, 1947, having the following courses and distances to wit:

BEGINNING at the intersection of street that leads from the P & N Railway to new Super Highway and street that leads westward therefrom, and runs thence with the Southern edge of the street, S. 79-00 W. 175.3 feet to a stake, joint corner of lots nos 53 and 54; thence with common line of lots nos 53 and 54 about S. 12-55 E. 190 feet to a stake on the right of way of the P. & N. Railway; thence along right of way of said railway N. 67-35 E. 220 feet to corner, intersection of said street with said right of way; thence with the western edge of street in a northwesterly direction 157 feet to the beginning corner, containing 1 acre more or less. This is the same property conveyed to the grantor by deed of Clayton Pace, dated 1-10-53 and recorded in deed book 473, page 473 R.M.C. Office for Greenville County.

K Lots 52 and 53 described as follows: BEGINNING on a stake on the south side of David Street, joint front corner of lots No. 51 and 52 on said plat, and runs thence with the common line of lots nos 51 and 52 S. 12 E. 215 feet to a stake on the right of way of the P & N Railway Co thence with right of way of P & N N. 62-30 E. 52 feet to a stake, corner of Lot No 54; with line of that lot N. 12 W. 190 feet to a stake on Davis Street; thence with margin of David Street S. 79 W. 100 feet to the beginning corner