

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JAMES B. MATTHEWS AND JUDY H. MATTHEWS

(hereinafter referred to as Mortgagor) is well and truly indebted unto JENK'S, 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 FOUR THOUSAND FIVE HUNDRED AND NO/100 -----

Dollars (\$4,500.00) due and payable

in eighty-four (84) equal monthly installments of Seventy-Two and 40/100 (\$72.40) Dollars each with each payment to include its amortized share of principal and interest with the payments beginning October 1, 1978 and continuing each month thereafter until paid in full;

with interest thereon from date at the rate of Nine per centum per annum, to be paid monthly

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:

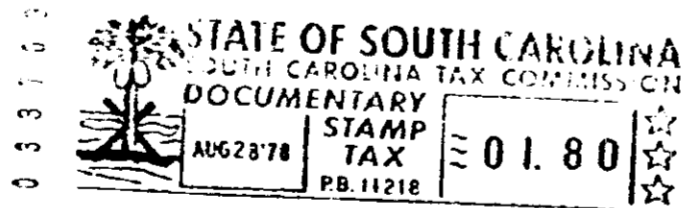
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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 shown on a plat of property of James B. and Judy H. Matthews prepared by C.O. Riddle, R.L.S. on August 18, 1978, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book 65, Page 98 which plat shows 1.89 acres net and the following metes and bounds, to-wit:

BEGINNING at an iron pin near the center of the intersection of Orleans Drive and Marseille Drive running thence along the southwestern edge of Marseille Drive S. 26-24 E. 101.5 feet to an iron pin; thence turning and running S. 49-08-30 W. 99.76 feet to an iron pin on the northern point of a lake; thence into said lake S. 9-55 W. 295 feet to a point; thence N. 66-13 W. 129.72 feet to an iron pin on the edge of said lake; thence S. 81-08-30 W. 139.5 feet to an iron pin at the center of Orleans Drive; thence along the center of said Drive as follows: N. 4-58 W. 45.53 feet to an iron pin; thence N. 2-08 E. 100 feet to an iron pin; thence N. 18-12 E. 100 feet to an iron pin; thence N. 51-29 E. 100 feet to an iron pin; thence N. 63-36 E. 255 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Jenk's, Inc. to be recorded in the R.M.C. Office for Greenville County of even date herewith.

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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.

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