GREENVILLE COUNTY OF

MORTGAGE OF REAL ESTATE S. O ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS. Arthur W. Porter

(hereinafter referred to as Mortgagor) is well and truly indebted unto

date

Kelley COmpany

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are in corporated herein by reference, in the sum of

Dollars (\$ 80,000.00 ---) due and payable Bight Thousand and 00/100-----

in accordance with terms and conditions of Note of even date

with Interest thereon from

at the rate of 117

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 Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling 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 Mortgagor, its successors and assigns:

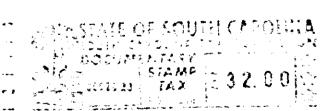
"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of

ALL that lot of land with the buildings and improvements thereon, situate on the West side of South Hudson Street and along the South side of Welborn Street in the City of Greenville, in Greenville County, South Carolina, and having according to survey made by Dalton & Neves Engineers, dated October, 1957, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southwest corner of the intersection of South Hudson street and Welborn Street (as now located) and runs thence along the West side of South Hudson Street S. 27-41 W., 196.3 feet to an iron pin; thence N. 67-35 W., 73.24 feet to an iron pin; thence N. 55-59 E., 210.6 feet to an iron pin; thence to and through a 12-inch brick wall N. 33-54 E., 209.6 feet to an iron pin on the South side of Welborn Street; thence along the South side of Welborn Street S. 56-02 E., 261.1 feet to the beginning corner.

THIS being the same property conveyed to Mortgagor by deed of Kelley Company dated December 16, 1983 and recorded in the R.M.C. Office for Greenville County, South Carolina on December 20, 1983 in Deed Book 120 at Page 8/3.

THIS conveyance is made subject to all easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and/or actually existing on the ground affecting the above-described property.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the reats, 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 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 being successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises bereinabove 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.