STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE GREENVILLE

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MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, Donald Styles and Bobbie J. Styles

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

(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 Nine hundred Nineteen and 74/100-----

Dollars (\$ 4,919.74) due and payable

in accordance with terms of Note of even date herewith

with interest thereon from date at the rate of 19.47 per centum per annum, to be paid: in accordance with terms of Note of even date herewith,

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:

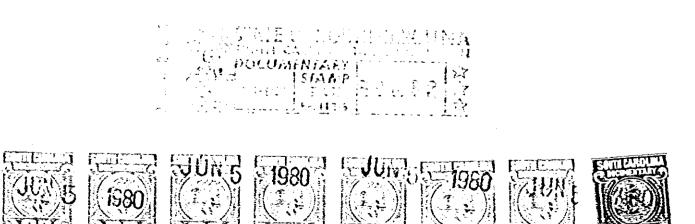
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.60) 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, designated as Lot No. 7 and the western portion of Lot No. 6 on a plat of Kay's Acres, recorded in the R.M.C. Office for Greenville County in Plat Book 000, Page 125 and having, according to a more recent survey entitled Property of Craig L. Baker, recorded in the R.M.C. Office for Greenville County in Plat Book 6U, Page 27, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of SardHill Road at the joint front corner of Lots 7 and 6 and running thence S. 6-28 W., 344.9 feet to an old iron pin; thence running along the rear of the western portion of Lot 6, N. 55-47 W., 73.4 feet to an old iron pin; thence continuing along the western portion of Lot 6, N. 57-05 W., 76.6 feet to an old iron pin; thence along the rear of Lot No. 7, N. 57-05 W., 150.0 feet to an old iron pin; thence along the western side of Lot No. 7, N. 1-10 E., 275.9 feet to an iron pin on the southern side of Sand Hill Road at the joint corner of Godfrey Road; thence along the southern side of Sand Hill Road, S. 71-00 E., 300.0 feet to an old iron pin, being the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of Craig L. Baker, dated May 27, 1980, to be recorded herewith.

This mortgage is junior in lien to that certain Note and Mortgage heretofore executed unto Collateral Investment Company, in the original amount of \$37,950.00, dated October 4, 1978, recorded October 5, 1978, in the RMC Office for Greenville County, South CArolina, in Mortgage Book 1446, at page 339.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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 coverants 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 liers and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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