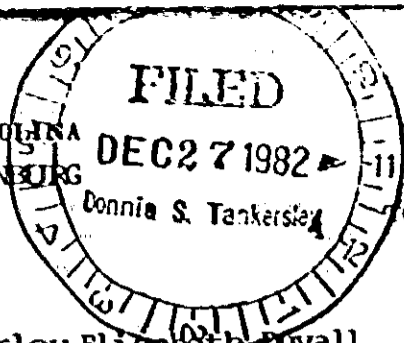


STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG



MORTGAGE OF REAL ESTATE

464 E. Main St
Spartanburg, SC 29301

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BOOK 1590 PAGE 145

WHEREAS, Shirley Elizabeth Duvall

(hereinafter referred to as Mortgagor) is well and truly indebted unto Robert R. Duvall

(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

Sixty Thousand and no/100ths

Dollars (\$ 60,000.00) due and payable

in Spartanburg, South Carolina, or such other place that shall be designated in writing

with interest thereon from date at the rate of zero (0) per centum per annum, to be paid: in sixty consecutive, monthly installments of One Thousand (\$1,000.00) Dollars beginning Jan. 1, 1986 and *(cont.)

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 accounts 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, Paris Mountain Township, containing approximately 1 1/2 acres and being shown as Lot No. 1 on plat of property of Gracie L. Floyd which was prepared by W. J. Riddle and dated July, 1946, said property being more particularly described as follows:

BEGINNING at a stake on the Western side of Thompson Road, corner of property known as Dreamland Lake; thence running S. 20-15 E. crossing Thompson Road 338.5 feet to a stake; thence running S. 20-15 E., 69.1 feet to a private driveway; thence running N. 36-18 E., 65 feet to a stake; thence S. 20-15 E., 7 1/2 feet to a point; thence N. 36-18 E., 54.4 feet to a stake in Dreamland Lake Property; thence N. 23-23 W., 28 feet to a Beech tree; thence N. 20-30 E., 155 feet to a Hickory tree; thence N. 16-10 W., 18 feet to a Sourwood tree; thence N. 37-40 W., 139.5 feet to a stake in line of Dreamland Lake Property; thence with said line, S. 64-25 W., crossing Thompson Road (now known as Hillandale Road) 169 feet to the point and place of beginning.

ALSO an undivided one-half (1/2) interest in and to all that tract of land adjoining the above described tract and having the following metes and bounds.

BEGINNING at a point in the edge of a private driveway on the Eastern side of Thompson Road (now known as Hillandale Road) corner of the above described tract; thence running N. 36-18 E., 65 feet; thence S. 20-15 E., 15 feet; thence S. 36-18 W., 65 feet to Thompson Road (now known as Hillandale Road); thence with Thompson Road (now known as Hillandale Road) N. 23-12 E., 15 feet. This tract to be used jointly with Gracie L. Floyd, her heirs and assigns, as a driveway.

PARCEL 2

ALL that certain piece, parcel or lot of land, containing 10,682 square feet, lying and being off the Eastern side of Hillandale Circle (a/k/a as Old Thompson Road) being a portion of the Floyd property shown on plat recorded in the Greenville County RMC Office in Plat Book 000 at pages 72 and 73, and having, according to a more recent survey entitled "Property of Peddler Steak House", prepared by Campbell & Clarkson Surveyors, Inc., dated April 24, 1973, the following metes and bounds, to-wit:
(Continued on attached sheet)

*(continued from above)
continuing thereafter until paid in full. In the event that Mr. Duvall dies prior to payment in full of the aforesaid debt, the balance remaining on said debt shall be forgiven.

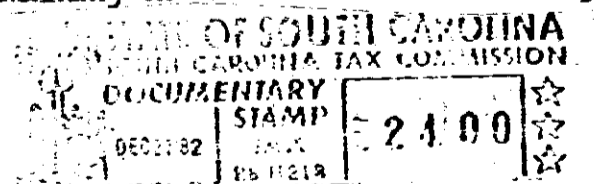
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Together with all and singular rights, members, heritaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, 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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