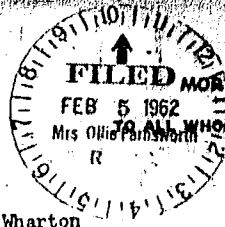


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



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TO WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Marion and Eliza Wharton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sterling Finance Co.

(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 Seven-hundred-sixty-eight and no/100 Dollars (\$ 768.00) due and payable Monthly 24 pmts. @ \$32.00

with interest thereon from date of the rate of _____ 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 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.

All that piece, parcel, or lot of land lying, being and situated, in the County and State aforesaid, Fairview Township, just outside the corner prorate limits of the Town of Fountain Inn, in the subdivision known as Woodland Heights being known and designated as Lot No. 31 of the property of Lilla H. Jones and Essie Mae H. Jones on a plat prepared by Lewis C. Godsey, Surveyor, on May 1954, of record in the office of the R. M. C. for Greenville County, S. C., in Plat Book "EE", page 101, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the East side of Woodland Drive in the southern edge of right of way of Duke Power Company, running thence with the line of Duke Power Company right of way S. 59-50 E. 249 feet to an iron pin, near branch; thence with the branch S. 27-20 W. 62.3 feet to an iron pin, back joint corner with Lot No. 32; thence with the joint line of said Lot # 32 N. 78-15 W. 215.2 feet to an iron pin on the east side of Woodland Drive, joint front corner with said Lot #32; thence with the east side of Woodland Drive North 10-00 E. 139 feet to an iron pin, the point of beginning.

This being the same property conveyed to the grantor by deed of Lilla H. Jones and Essie Mae H. Jones dated July 12, 1956 and recorded in the R. M. C. Office for Greenville County in deed book 557, page 190.

Together with all and singular rights, members, hereditaments, 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.