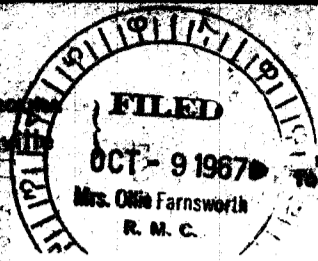


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS SHALL COME

WHEREAS, I, Louise D. Smith

(hereinafter referred to as Mortgagor) is well and truly indebted unto Fairlane Finance Co., 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 Three Thousand One Hundred Fifty and 00/100 Dollars \$3,150.00

in thirty (30) equal monthly installments of \$105.00 each; the first installment being due and payable on the 5th day of November, 1967, with a like sum being due and payable on the 5th day of each succeeding calendar month thereafter until the entire amount is paid in full.

with interest thereon from date at the rate of 7% per annum per annum, to be paid annually

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 such as are set out in account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagee in and 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 piece, parcel or lot of land in Greenville County, State of South Carolina, being known and designated at LOTS NO. TWO AND THREE, Block B in a subdivision known as Rolando Hills, recorded in the RMC office for Greenville County, in Plat Book AA at page 71 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING with LOT NO. TWO, BLOCK B: BEGINNING at an iron pin on the North side of Earle Drive, joint front corners of Lots 2 and 3, running thence along Earle Drive, North 66-08 East 70 feet to iron pin from corner of Lot 1; running with line of Lot 1, North 25-02 West 140 feet to iron pin line of Lot 14; thence running with line of said lot, South 66-09 West 70 feet to iron pin rear corner of Lot 3; thence running with line of said lot, South 25-02 East, 140 feet to iron pin on Earle Drive, the point of BEGINNING.

LOT NO. THREE, BLOCK B, BEGINNING at an iron pin on Earle Drive, joint front corners of Lots 2 and 3, running along the line of said lots, North 25-02 West, 140 feet to iron pin line of Lot 14; thence running with line of said lot, South 66-09 West 68.2 feet to iron pin; thence running South 49-43 West 5 feet to iron pin rear corner of Lot 4; thence running with line of said lots South 25-02 East, 138.4 feet to iron pin on Earle Drive; thence running with Earle Drive, North 66-08 East, 70 feet to iron pin; the point of BEGINNING.

This is the identical tract of land conveyed Louise D. Smith by Hugh Tallent, Marie Tallent, Hugh Tallent, Jr., et al by Deed dated August 21, 1962 and recorded in Deed Book 705 at page 28 in the RMC Office for Greenville County, S.C.

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.