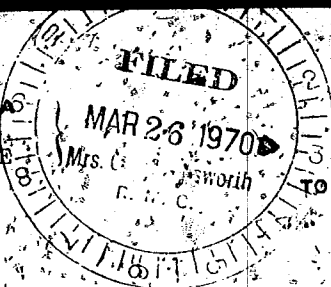


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1151 PAGE 147

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, BOYCE E. HELTON

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

RAIRLANE FINANCE COMPANY OF GREENVILLE, INC. OF GREENVILLE, S.C.

(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 FIVE THOUSAND FIVE HUNDRED EIGHTY AND NO/100-----

-----Dollars (\$ 5,580.00---) due and payable

Ninety-Three Dollars (\$93.00) on the 1st day of May, 1970 and

Ninety-Three Dollars (\$93.00) on the 1st day of each month thereafter until paid in full.

with interest thereon from date after maturity at the rate of eight (8) per centum per annum, to be paid: after maturity

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, in Chick Springs Township, being known and designated as Lots Nos. 10 and 11 of HOLTZCLAW ESTATES, as recorded, in the R.M.C. office for Greenville County, South Carolina, in Plat Book GG, Page 147, and having according to said plat, the following metes and bounds, to wit:

Lot No. 10 Holtzclaw Rd.

BEGINNING at an iron pin on the northerly side of Holtzclaw Road at the joint front corner of Lots Nos. 9 and 10 and running thence with the joint line of said lots, N. 26-24 E. 225 feet to an iron pin; thence N. 63-36 W. 100 feet to an iron pin in the joint rear corner of Lots Nos. 10 and 11; thence with the joint line of said lots, S. 26-24 W. 225 feet to an iron pin in the northerly side of Holtzclaw Road; S. 63-36 E. 100 feet to the point of BEGINNING. (thence along the northerly side of Holtzclaw Road)

Lot No. 11 Holtzclaw Road;

BEGINNING at an iron pin on the northerly side of Holtzclaw Road at the joint front corner of Lots Nos. 10 and 11 and running thence with the joint line of said lots, N. 26-24 E. 225 feet to an iron pin; thence N. 63-36 W. 100 feet to an iron pin in the joint rear corner of Lots Nos. 11 and 12; thence with the joint line of said lots, S. 26-24 W. 225 feet to an iron pin in the northerly side of Holtzclaw Road; thence along the northerly side of Holtzclaw Road, S. 63-36 E. 100 feet to the point of BEGINNING.

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, if 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 if 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 whosoever lawfully claiming the same, or any part thereof.