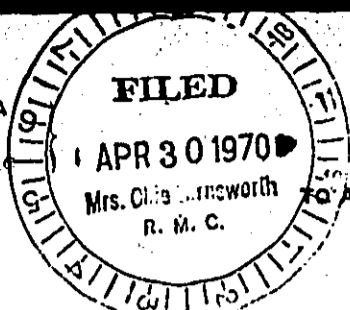


APR 30 1970
STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1154 PAGE 25

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, William Henry & Addie Fae Brooks

(hereinafter referred to as Mortgagor) is well and truly indebted unto Termplan, Inc., 105 W. Wash. St., Greenville, SC

(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

Eight Hundred Sixteen Dollars

Dollars (\$ 816.00) due and payable

with interest thereon from date at the rate of 25.01 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, situate on the northwestern side of Washington Loop, Greenville, Township, being shown as Lot 18 on Section D on Plat of Washington Heights recorded in Plat Book 11 at Page 107, and having according to said plat the following width and bounds, to-wit:

"BEGINNING at an iron pin on the northwestern side of Washington Loop at the joint front corner of Lots 18 and 19 and running thence with the line of Lot 19 N. 27-11 W. 150 feet to an iron pin; thence S. 62-49 W. 90 feet to an iron pin corner of Lot 17; thence with the line of Lot 17 S. 27-11 E. 167.2 feet to an iron pin; thence with the northwestern side of Washington Loop in a northeasterly direction 22 feet to pin; thence continuing with Washington Loop N. 66-07 E. 63.6 feet to the point of beginning.

Being the same property conveyed to the mortgagors by deed recorded in Deed Book 522 at Page 119.

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.