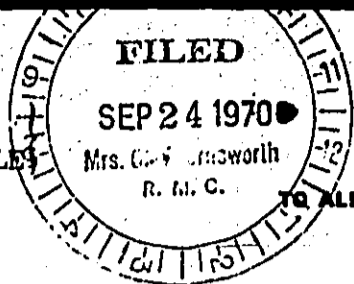


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1167 PAGE 369

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, EDITH W. FOREST

(hereinafter referred to as Mortgagor) is well and truly indebted unto PICKENSVILLE 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 FOUR THOUSAND, FIVE HUNDRED AND NO/100-----
Dollars (\$ 4,500.00) due and payable

in thirty six (36) monthly installments of \$125.00 each beginning October 15th, 1970 and on the 15th of each month thereafter until the entire amount is paid in full.

with interest thereon from date at the rate of seven per centum per annum, to be paid: semi-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 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 piece, parcel or lot of land with improvements thereon, situate, on the western side of West Decatur Street, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 86 on plat of property of J.P. Rosamond known as Sans Souci Development Co. made by Dalton and Neves Engineers, July, 1930 and recorded in the RMC Office for Greenville County in Plat Book H at pages 185 and 186. According to said plat the property is more particularly described as follows;

BEGINNING at an iron pin on the western side of West Decatur Street at the joint corner of Lots 85 and 86 and running thence with the line of Lot 85, N83-45 W. 268.8 feet to an iron pin in the line of property of Union Bleachery & Finishing Co.; thence with line of said property N 11-05 W 62.3 feet to an iron pin at joint rear corner of Lots 86 & 87; thence with line of Lot 87, S 83-51 E 287 feet to iron pin on the western side of West Decatur Street; thence with said street S-8-15W 60 feet to the point of beginning.

This is the same property conveyed to James M. Forest by deed recorded in Deed Book 453 at page 96 in the RMC Office of Greenville County.

"This mortgage is executed pursuant to the Court order of the Honorable Frank Epps dated September 11, 1970 and recorded in Judgment Roll K6448 in the office of the Clerk of Court for Greenville County. Edith W. Forest has been appointed by the Probate Judge for Greenville County as general guardian for her minor children as will appear according to Apartment 662, File 10 in the office of the Probate Court for Greenville County."

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.