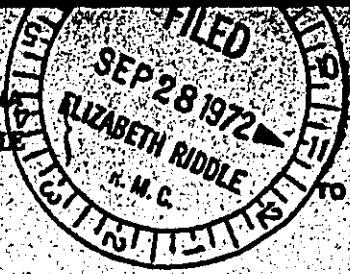


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1251 PAGE 169

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WILLIAM C. BEEKS AND INEZ T. BEEKS

(hereinafter referred to as Mortgagor) is well and truly indebted unto
FAIRLANE FINANCE CO. OF GREENVILLE, 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 & NO/100

Dollars (\$3000.00) due and payable

One Hundred Twenty Five & No/100 Dollars (\$125.00) on the 1st day of November, 1972, and
One Hundred Twenty Five & No/100 Dollars (\$125.00) on the 1st day of each month thereafter
until paid in full.

after maturity
with interest thereon from date 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 Grove School District, Grove Township, and being known and designated as Lot 5-A of the plat of John C. Smith, Registered Land Surveyor, July 16, 1956, and having the following courses and distances, to-wit:

BEGINNING at an iron pin, corner of Lot 4-A on Highway 20; thence S. 41-09 W. 45 feet to a point at edge of Highway 20; thence along the edge of Highway 20, S. 68-54 W. 360 feet to Southern Railway; thence along Right of Way of Southern Railway, N. 33-12 E. 420.5 feet to iron pin, corner of Lot 4-A; thence along line of Lot 4-A S. 49-42 E. 278 feet to the point of Beginning.

Also, All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Grove Township, being known and designated as Lot No. 4-A of the property of W.C. Hughey as shown on a plat thereof prepared by John C. Smith, Surveyor, July 9, 1956, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book LL, at Page 61, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of Old U.S. Highway 29, joint front corner of Lots Nos. 3-A and 4-A, and running thence with the joint line of said Lots, N. 60-14 W. 283 feet to a point in the center of the Southern Railroad track; thence with the center of said railroad track, S. 31-32 W. 71.5 feet to a point at the joint rear corner of Lots Nos. 4-A and 5-A; thence with the joint line of said lots, S. 49-42 E. 278 feet, more or less; to a point in the center of Old Highway 29; thence with said highway, N. 35-18 E. 125 feet to the Beginning corner.

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.