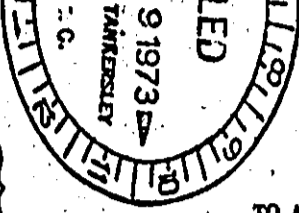


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BOOK 1266 PAGE 361

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. M. Cartee and Helen Cartee

(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 One Hundred Sixty-Eight & No/100-----

-----Dollars (\$ 3168.00) due and payable
Sixty Six & No/100 Dollars (\$66.00) on the 15th day of March, 1973, and
Sixty Six & No/100 Dollars (\$66.00) on the 15th day of each month thereafter
until paid in full.

with interest thereon from after maturity at the rate of eight 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 and known and designated as Lot #2 of the property of William Goldsmith, plat of which is recorded in Plat Book F at page 190, which plat is resubdivision of Lots Number 3 and Number 4 of a resubdivision known as East Overbrook, plat of which is recorded in RMC Office for Greenville County in Plat Book E at page 159 and according to first mentioned plat has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Briarcliff Drive in the joint front corner of Lots number 1 and number 2 which point is 270' South from the southeastern corner of the intersection of Spartanburg Road and Briarcliff Drive and running thence North 74-50 E. 183' more or less to iron pin, running thence S. 23-55 E. 50' to iron pin at the rear corner of Lots number 2 and number 3, running thence along the joint line of said lots S. 74-50 W. 183' more or less, to an iron pin on the Eastern Side of Briarcliff Drive running thence along the Eastern Side of said Drive N. 24-05 W. 50' to an iron pin, point of beginning.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of 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 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.