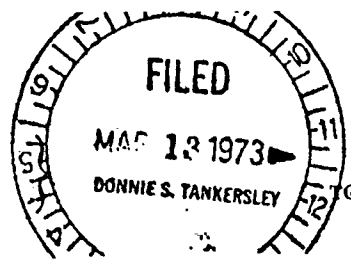


AFFIDAVIT
FILED Rm



STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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

WHEREAS, We, Leroy Phillips and Marie Phillips

(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 Two thousand Four Hundred Forty Eight & No/100-----

----- Dollars (\$ 2448.00-----) due and payable

Sixty Eight & No/100 Dollars (\$68.00) On the 15th day of April, 1973, and
Sixty Eight & No/100 Dollars (\$68.00) 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, at the northwestern corner of the intersection of Paris Mountain Ave. and Beacon Street, near the City of Greenville, being known and designated As Lot No. 7 on a revised plat of property of B. E. Greer prepared by W.M. Rast, Engineer, dated February, 1929, recorded in the R.M.C Office for Greenville County, S.C. in plat Book H at page 142, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin at the northwestern corner of intersection of Paris Mountain Avenue and Beacon Street and running thence with the Western side of Beacon Street N 5-50 W. 154.6 feet to an iron pin at the joint corner of Lots 1 and 7; thence with the line of Lot 1, S 83-55 W. 66 feet to an iron pin at the joint rear corner of Lots 7 and 8; thence with the line of Lot 8, S 5-50 E. 154.7 feet to an iron pin on the northern side of Paris Mountain Ave.; thence with northern side of Paris Mountain Ave. N 84-02 E. 66 feet to the point of BEGINNING.

This is the identical property conveyed to the grantor herein (Gladys S. Williams) by deed of W. James Williams dated July 14, 1951, and recorded in the R.M.C. Office fo Greenville County in Deed Book 438 at page 261. This is also the identical lot of land conveyed Leroy Phillips by Gladys S. Williams by deed dated August 20, 1958, and recorded in Deed Book 604 at page 428 in the RMC Office for Greenville County, South Carolina on August 21, 1958.

This mortgage is second in priority to a mortgage given to Carolina Fed. Savings & Loan date August 20, 1958, and recorded in Real Estate Mortgage Book 756 at page 344 in the principal amount of \$9600.00.