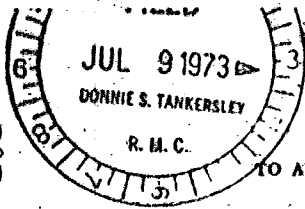


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BOOK 1283 PAGE 817

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, W. J. WATSON AND GLADYS B. WATSON

(hereinafter referred to as Mortgagor) is well and truly indebted unto
FAIRLANE FINANCE CO. OF GREENVILLE, S.C.

(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 SIX THOUSAND NINE HUNDRED & no/100

----- Dollars (\$ 6900.00---) due and payable

One Hundred Fifteen & No/100 Dollars (\$115.00) on the 10th day of August, 1973, and
One Hundred Fifteen & No/100 Dollars (\$115.00) on the 10th 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 in Butler Township, being known and designated as Lot No. 19, as shown on plat of property of Morningside, as made by Dalton & Neves, Engineers, in December 1952, which plat is of record in the RMC Office for said County and State in Plat Book "EE", at pages 2 and 3, reference to which plat is hereby made, said lot of land being described by metes and bounds, as follows, to wit:

BEGINNING at an iron pin on the Southwestern side of Richbourg Road as shown on said plat at the corner common to Lots 19 and 20, and running thence South 43-30 West along the dividing line between Lots 19 and 20, two hundred (200.0) feet to an iron pin at the corner of Lot 4; thence South 46-30 East along the dividing line between Lots 4 and 19, one hundred twenty-five (125) feet to a stake at the corner of Lot 18; thence North 43-30 East along the dividing line between Lots 18 and 19, two hundred (200.0) feet to an iron pin on the Southwest side of Richbourg Road; thence along said Richbourg Road North 46-30 West one hundred twenty-five (125) feet to the place of beginning.

ALSO, ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville and in Butler Township, being a part of Lot No. 1 as shown on plat of Morningside Subdivision, as made by Dalton & Neves, Engineers, in December, 1952, which plat is of record in the RMC Office for said county and state in Plat Book "FF" at pages 83,84 and 85, reference to which plat is hereby made; said lot of land being described by metes and bounds as follows, to-wit:

BEGINNING at an iron pin on the Southern side of Richbourg Road at the Northwestern corner of Lot No. 54 as shown on said plat and running thence North 47-24 West along the Southern line of Richbourg Road One Hundred Twenty-Five (125) feet to an iron pin; thence South 42-36 West One Hundred Thirty Eight and 6/10 (138.6) feet to an iron pin; thence South 1-25 West Seventy-Eight and 6/10 (78.6) feet to an iron pin; thence South 46-30 East Seventy (70) feet to an iron pin at the corner of Lot No. 54; thence North 43-30 East along the line of Lot No. 54 One Hundred Ninety-Eight and 6/10 (198.6) feet to the place of Beginning.

The above described lot of land is subject to the restrictions and reservations set out in an instrument of writing dated January 20, 1953, and recorded in the RMC Office for said County and State in Deed Book 470 at page 369, reference to which is hereby expressly made as a part of this conveyance, and is subject to the following additional restriction: "All tanks, barrels and containers for fuel oil shall be placed below the surface of the ground or concealed."

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.