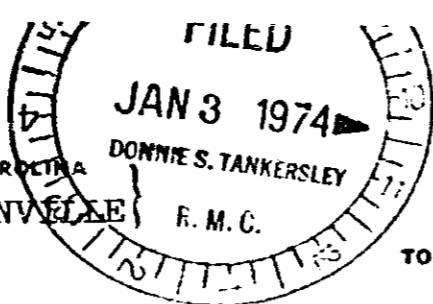


STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1239 PAGE 37

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, JEAN W. KELLETT AND JAMES P. KELLETT, III

(hereinafter referred to as Mortgagor) is well and truly indebted unto DEALER SERVICE PLAN, 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 ELEVEN THOUSAND TWO HUNDRED AND NO/100 ---

Dollars (\$ 11,200.00 ) due and payable

at the rate of One Hundred Twenty Seven and 46/100 (\$127.46) Dollars on the 15th day of January 1974 and a like amount due on the 15th day of each month thereafter until paid in full, with interest first deducted and balance to principal, and with payors having the right of anticipation.

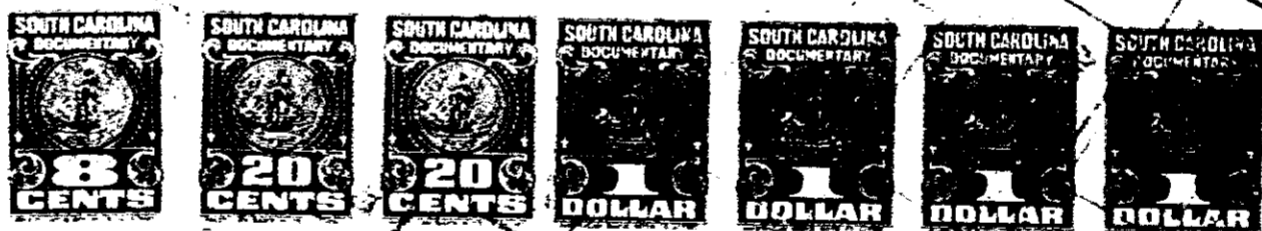
with interest thereon from date at the rate of nine per centum per annum, to be paid: on demand

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, Town of Fountain Inn, Fairview Township, on Woodvale Avenue, and being known and designated as Lot No. 4 of the J. Babe Gault property, as shown on plat of property of James M. Taylor, J. Babe Gault, J. B. White, and W. D. Abercrombie, made by C. O. Riddle, dated April 6, 1953, and recorded in the RMC Office for Greenville County in Plat Book S at page 18 and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Woodvale Avenue, joint front corner of Lots 3 and 4, and running thence S. 41-40 E., 101.2 feet along Woodvale Avenue to an iron pin; thence S. 57-05 E., 269.8 feet to an iron pin; thence N. 33-15 E., 100 feet to an iron pin; thence N. 57-05 W., 255 feet to an iron pin on Woodvale Avenue, being the point of beginning.



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.

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