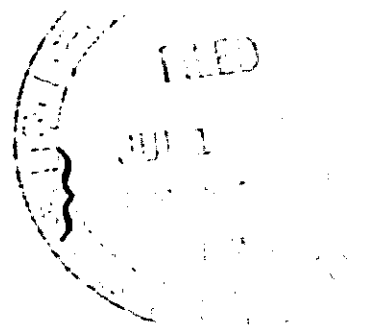


STATE OF SOUTH CAROLINA
COUNTY OF Greenville

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



WHEREAS, we, John H. and Nellie Mae Gaines

(hereinafter referred to as Mortgagor) is well and truly indebted unto Terplan, Inc. of Greenville

(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

One thousand nine hundred eighty and no/100----- Dollars (\$ 1,980.00) due and payable

in Thirty (30) monthly installments of Sixty Six (\$66.00) each commencing on the 1st day of July, 1974 and due and payable on the first day of each month thereafter, until paid in full.

with interest thereon from 5-31-74 at the rate of 8% per centum per annum, to be paid annually

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

All that piece, parcel or lot of land, situate, lying and being county of Greenville, State of South Carolina, being known and designated as Lot No. 7, #10 Alaska Avenue, as recorded in The RMC Office for Greenville County, State of South Carolina, in Plat Book H, at page 49.



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 Mortgagee covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and authority to convey to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except those mentioned herein. The Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, and against the Mortgagor and all persons who may lawfully claim the same or any part thereof.

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