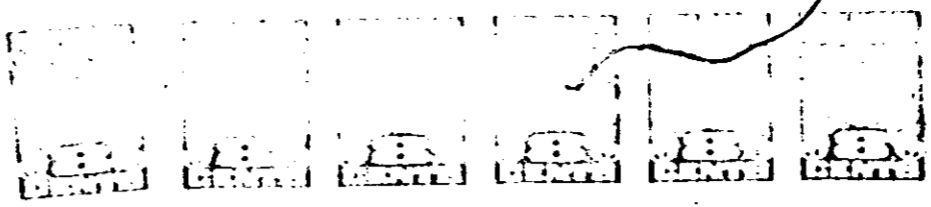


THE STATE OF SOUTH CAROLINA  
COUNTY OF Greenville



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The items set forth in the boxes directly below are expressly made a part of this mortgage.

Date of Loan: June 18, 1975  
Schedule of Payments: 48 \$135.41  
First Due Date: July 18, 1975  
Final Due Date: June 18, 1979  
Cash Advance: \$ 5000.00  
Initial Charge: \$ 100.00  
Finance Charge: \$ 1399.68  
Amount of Loan: \$

The following amounts have been deducted from the Amount of Loan shown in the box to the left hereof and disbursed to or for the account of the Borrowers:

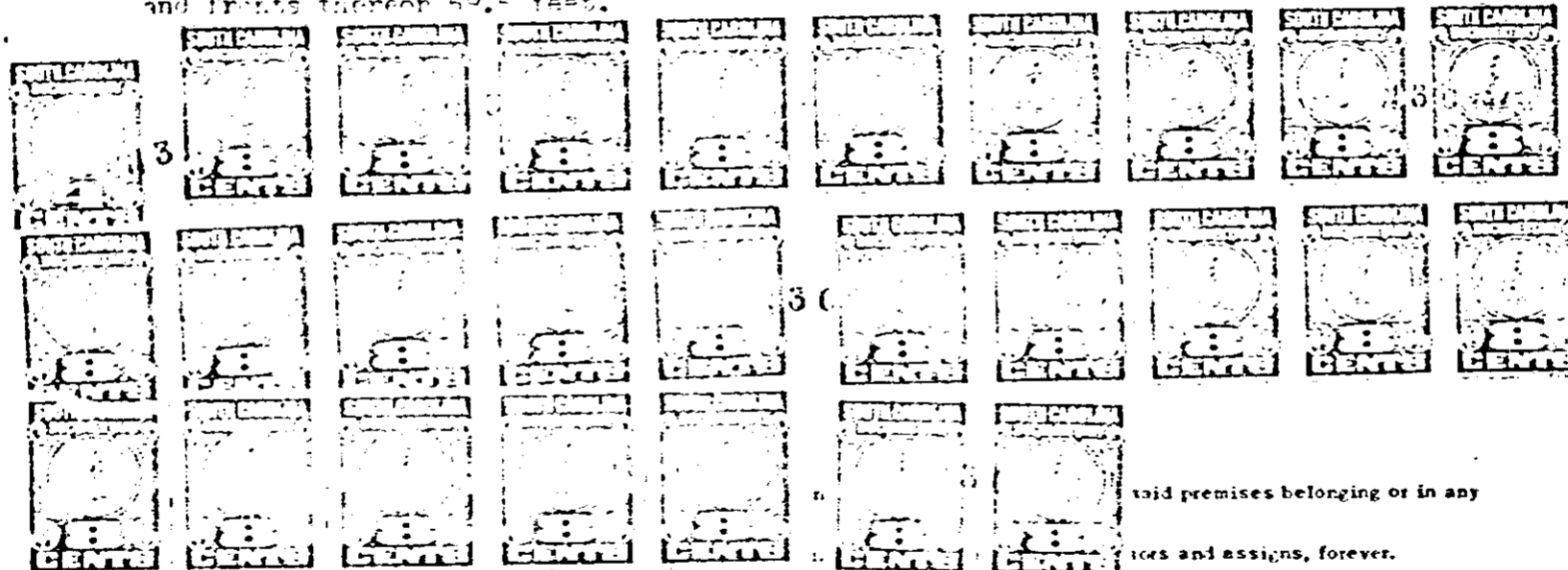
Finance Charge	\$ 1399.68
Initial Charge	\$ 100.00
Group Credit Life Insurance Cost	\$ 259.99
Disability Insurance Cost	\$ 179.52
Household Contents Ins. Premium	\$ NONE
Unpaid Balance of Prior Loan No. 1185-177	\$ 3976.79
Recording and Releasing Fees	\$ 16.60
To	\$
From	\$
NET CASH DELIVERED TO BORROWERS	\$ 1176.60

TO ALL WHOM THESE PRESENTS MAY CONCERN: We Lewis R. Winton and Elizabeth Winton  
of the County of Greenville, State of South Carolina, hereinafter called the Mortgagors, send greeting:

WHEREAS, the said Mortgagors are justly indebted to BENEFICIAL FINANCE CO. OF Greenville, S.C., hereinafter called the Mortgagee, and have given their promissory note therefor bearing even date herewith, whereby they have promised to pay to the Mortgagee the Amount of Loan set forth above in accordance with its terms as indicated above, it being hereby expressly agreed that upon default in the payment of said note or of any charge in connection therewith, or of insurance premiums, taxes or assessments or in the performance of any of the requirements herein contained as to taxes or insurance or of any of the other conditions hereof, the Mortgagee shall have the right to declare the entire unpaid balance of the Amount of Loan, subject to refund credit as provided therein, to be immediately due and owing, and to proceed, without notice, to enforce the collection of same as provided therein, together with a reasonable attorney's fee for any litigation concerning the debt, and all other amounts secured hereby:

NOW KNOW ALL MEN That the Mortgagors, in order better to secure the payment of the note above mentioned in accordance with its terms, and all other sums mentioned therein or herein, to the Mortgagee, and also in consideration of the further sum of THREE DOLLARS to the Mortgagors in hand well and truly paid by the Mortgagee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the Mortgagee, its successors and assigns, the following described real property:

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, in Union Bleachery Village and being more particularly described as lot #55 as shown on a plat entitled "Sub-division for Union Bleachery, division of Cone Mills Corporation Greenville, South Carolina, Made by Piermont Engineering Service, March, 1969 at Pages 80, and 81, according to said plat the within described lot is also known as lot #21, Brooks Avenue and fronts thereon 50.5 feet.



and the Mortgagors do hereby bind themselves to WARRANT AND FOREVER DEFEND, defend, defend and defend the said premises unto the Mortgagee from and against themselves and all other persons lawfully claiming or to claim the same or any part thereof.

PROVIDED, ALWAYS, that if the Mortgagors shall well and truly pay unto the Mortgagee all sums of money evidenced by the Note herein mentioned, or any subsequent Note as herein provided, and shall pay the taxes, insurance premiums and other amounts herein mentioned at the time and in the manner specified in said Note and herein, then these presents and the estate hereby granted shall cease, determine and be void, and thereupon the satisfaction and discharge of this instrument may be completed and executed by the duly appointed and acting manager of the Mortgagee.

And the Mortgagors, for themselves and for their heirs and assigns, hereby covenant with the Mortgagee as follows:

1. That the Mortgagors shall insure the mortgaged buildings against such hazards, in such amounts and with such carriers as may be approved by the Mortgagee, and shall assign the policy or policies of insurance to the Mortgagee, and in case they shall at any time fail or neglect so to do, then the Mortgagee may cause the same to be insured in its name, or as interests may appear, and reimburse itself for the premiums and expenses of such insurance, with interest thereon at the maximum legal rate payable on the next succeeding installment date fixed in said Note, and the same shall stand secured by this mortgage.

2. That the Mortgagors shall pay, as the same may become due, all taxes by whatsoever authority legally imposed on the property hereby mortgaged, and in case they shall at any time neglect or fail so to do, then the Mortgagee may pay such taxes, and reimburse itself for the same with interest thereon at the maximum legal rate, payable on the next succeeding installment date fixed in said Note, and that the same shall stand secured by this mortgage.

3. That upon default in the payment of any installment of said Note, or of any insurance premium, taxes or assessments or in the performance of any of the requirements contained in said Note, or of any of the conditions of this mortgage, then the Mortgagee shall have the right to declare the entire amount of the debt secured hereby to be immediately due and payable, and to proceed without notice to enforce the collection of the same, together with interest, attorney's fees and all other amounts secured hereby or permitted by law.

4. The holder of this mortgage, in any action to foreclose the same, shall be entitled, without regard to the value of the mortgaged premises, or the adequacy of any security for the mortgage debt, to the appointment of a receiver of the rents and profits of the mortgaged premises, and such rents and profits are hereby, in the event of any default in the payment of said Note according to its terms, assigned to the holder of this mortgage.

5. The covenants herein contained shall bind and the benefits shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto.