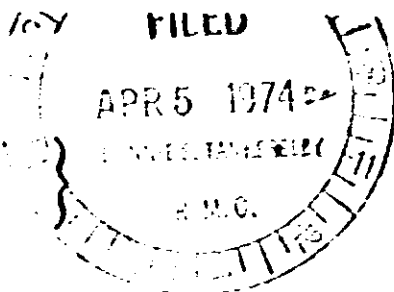


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



1200 425

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

WHEREAS, John H. Priest and Virginia Priest

(hereinafter referred to as Mortgagor) is well and truly indebted unto

FIRST FINANCIAL SERVICES OF GREENVILLE, INC., d/b/a FAIRLANE FINANCE COMPANY

(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

Eight Thousand Seven Hundred Dollars and No Cents----- Dollars (\$ 8,700.00) due and payable

One Hundred Forty Five Dollars and No Cents (\$145.00) on the 1st day of May 1974,
and One Hundred Forty Five Dollars and No Cents (\$145.00) on the 1st 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:

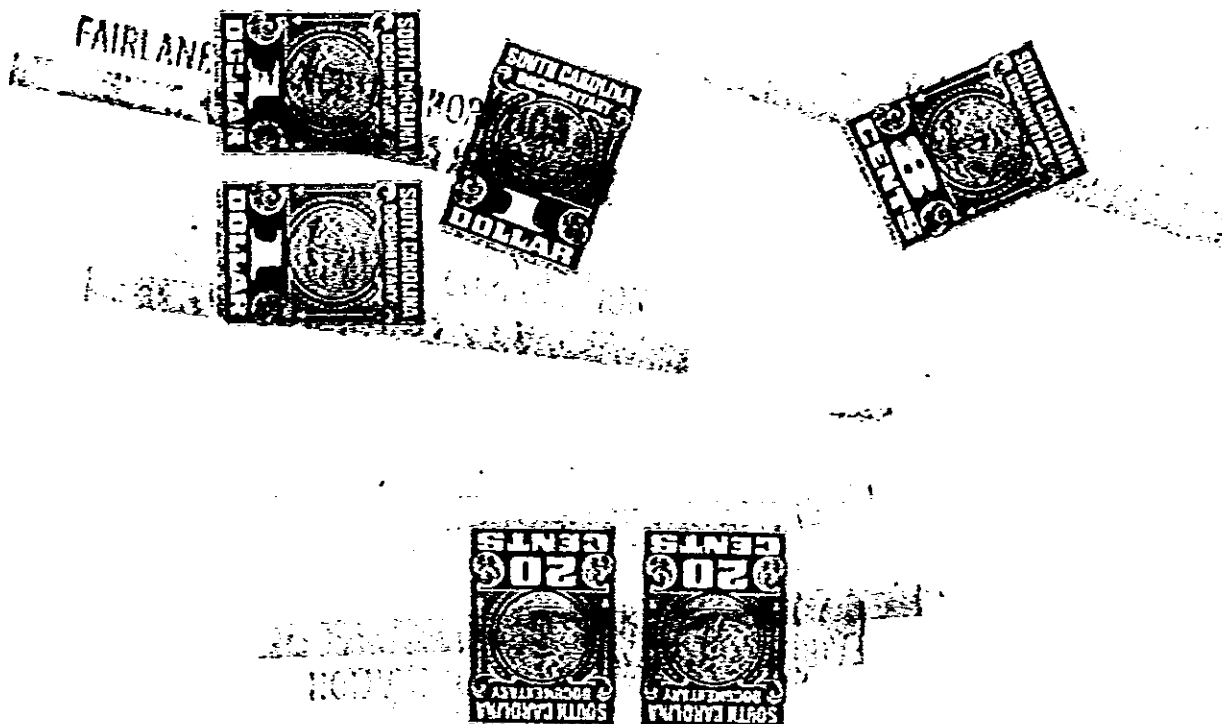
NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration 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

All that piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, known and designated as Lot No. 138 as shown on a plat of the subdivision of Belle Meade, recorded in the RMC Office for Greenville County in Plat Book EE, pages 116 & 117 and being described as follows:

BEGINNING at an iron pin on the southeast side of Pine Creek Drive at the front corner of Lot 137, which point is 95.1 feet northeast of the intersection of Pine Creek Drive with West Dorchester Blvd. and running thence with the southeast side of Pine Creek Drive N. 61-42 E. 70 feet to an iron pin at front corner of Lot 139, thence with line of said lot S. 28-18 E. 175 feet to an iron pin at the rear corner of Lot 135, thence with line of said lot S. 61-42 W. 70 feet to an iron pin at rear corner of Lot 137, thence with line of said lot N. 28-18 W. 175 feet to beginning corner, this being the same property conveyed to the grantor by deed recorded in Deed Book 676 at Page 401.

As a part of the consideration the Grantee assumes and agrees to pay the balance of \$13,174.41 on mortgage given to C. Douglas Wilson & Company and assigned to the Philadelphia Savings Fund Society dated June 27, 1961.



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.

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