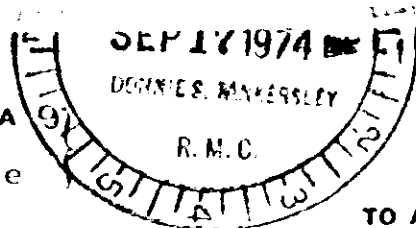


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

BOOK 1322 PAGE 745

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, the said Albert Fleming and Charles Emanuel Fleming
(hereinafter referred to as Mortgagor) is well and truly indebted unto Meadowbrook Home Improvement 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 Twenty-nine Hundred Fifty-five and 0/100 - - - -

Dollars (\$ 2955.00) due and payable

Payable Forty-nine and 25/100 (49.25) Dollars on October 1, 1974 and
forty-nine and 25/100 (49.25) Dollars on the 1st. of each and every month
thereafter until the entire amount is paid in full.

with interest thereon from ^{maturity} ~~date~~ at the rate of eight per centum per annum, to be paid: semi-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 lot of land situate on the Northern side of Georgia Road, in the County of Greenville, State of South Carolina, being shown as Lot 17, Block 1, Sheet 593.3 on the County Block Book, and being further described as follows:

BEGINNING at a point in the center of Georgia Road, at the Southeastern corner of a 5 acre tract originally belonging to the grantor and running thence with the line of property now or formerly of Adell Martin, N. 25-30 E., 210 feet to a point; thence approximately N. 69-29 W., 210 feet to a point; thence S. 25-30 W., 210 feet to a point in Georgia Road; thence with the center of said road S. 69-29 E., 210 feet to the point of beginning."

STATE OF SOUTH CAROLINA
COUNTY OF PICKENS

For value received, the undersigned hereby transfers all their rights, title and interest in the within Mortgage without recourse to:

PICKENSVILLE INVESTMENT COMPANY
P. O. Box 481
Easley, South Carolina 29640

This 22nd day of August, 1974.

MEADOWBROOK HOME IMPROVEMENT COMPANY

BY: Marion Campbell
Marion L. Campbell

Witnesses:
Dylira H. Masangill
Joyce H. Hall

Together with all and singular rights, members, herditaments, 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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