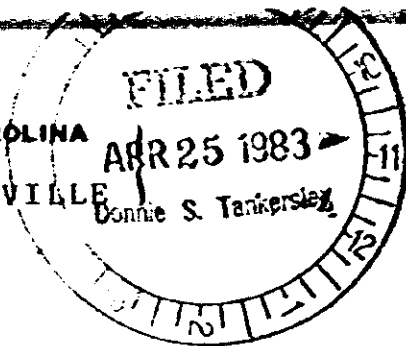


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1503 PAGE 658

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, the said Harold Gholikely and Ella Barbara J. Gholikely
(hereinafter referred to as Mortgagor) is well and truly indebted unto Pickensville 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 Three Thousand Eight Hundred Thirteen and 30/100 Dollars (\$3,813.30---) due and payable

in 30 successive monthly payments of One Hundred Twenty-Seven and 11/100 (\$127.11) Dollars beginning May 20, 1983 and due the 20th of each and every month thereafter until the entire amount is paid in full.

with interest thereon from ~~date~~ maturity at the rate of 18 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 certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the westerly side of Brookforest Drive and being known and designated as Lot No. 31 on a plat of Sections 1 and 2 of Belle Meade Subdivision, plat of which is recorded in the RMC Office for Greenville County in Plat Book EE at Page 116 and 117 and also shown on a more recent plat dated May 22, 1978, prepared by R. B. Bruce, R.L.S., recorded in the RMC Office for Greenville County in Plat Book 6Q at Page 54.

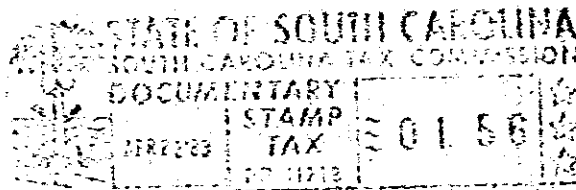
Reference is hereby made to a more recent plat for metes and bounds description.

This conveyance is made subject to all restrictions, easements, and rights of way, if any, affecting the above described property.

This is the identical property conveyed to Harold Gholikely and Ella Barbara J. Gholikely by Norman S. Garrison, Inc. by deed dated May 26, 1978 and recorded May 26, 1978 in Book 1079 of Deeds, at page 909 in the RMC Office for Greenville County, South Carolina.

Pickensville Finance Company
P.O. Box 481
Easley, South Carolina 29640

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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.