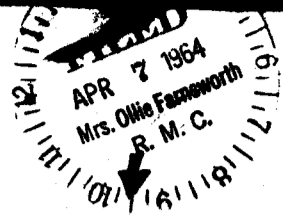


State of South Carolina  
County of GREENVILLE



BOOK 954 PAGE 150

**To All Whom These Presents May Concern:**

I, Leroy Phillips

SEND GREETINGS:

Whereas, I the said Leroy Phillips  
in and by my certain promissory note in writing, of even date with these presents, am (are) well and truly indebted to  
ASSOCIATES INVESTMENT COMPANY, INC.,  
in the full and just sum of -----FORTY TWO HUNDRED AND NO/100----- Dollars,  
(\$ 4200.00 ) payable in sixty equal monthly installments of \$70.00 each, the first such installment  
being due and payable on the 1st day of May, 1964, and a like sum due and payable on the first  
day of each succeeding calendar month thereafter until the entire amount has been paid in full.

, with interest thereon from this date at the rate of six per cent, per annum, to be computed and  
paid annually until paid in full; all interest not paid when due to bear interest at same rate as principal; and if  
any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note to become  
immediately due, at the option of the holder thereof, who may sue thereon and foreclose this mortgage; said note further provid-  
ing for an attorney's fee of ten per cent, besides all costs and expenses of collection, to be added to the amount due on said note  
and to be collectible as a part thereof, if the same be placed in the hands of an attorney for collection, or if said debt, or any part  
thereof, be collected by an attorney, or by legal proceedings of any kind (all of which is secured under this mortgage); as in and  
by the said note, reference being thereunto had, will more fully appear.

NOW, KNOW ALL MEN, That I, the said Leroy Phillips  
, in consideration of the said debt and sum of money  
aforesaid, and for the better securing the payment thereof to the said Associates Investment Company, Inc.  
according to the terms of the said note, and also in consideration of the further  
sum of Three Dollars, to it, the said Associates Investment Company, Inc.  
, in hand and truly paid by the said Leroy Phillips  
at and before the signing of these Presents, the receipts whereof is hereby acknowledged, have granted, bargained, sold and  
released, and by these Presents do grant, bargain, sell and release unto the said Associates Investment Company, Inc.,  
its successors and assigns, forever:

ALL that piece, parcel or lot of land situate, lying and being in the State of South  
Carolina, County of Greenville, at the northwestern corner of the intersection of  
Paris Mountain Avenue and Beacon Street, near the City of Greenville, being known  
and designated as Lot No. 7 on a revised plat of property of B. E. Greer prepared  
by W.M.Rast, Engineer, dated February, 1929, recorded in the R.M.C. Office for  
Greenville County, S.C. in Plat Book H at page 142, and having according to said  
plat the following metes and bounds:

BEGINNING at an iron pin at the northwestern corner of the intersection of Paris  
Mountain Avenue and Beacon Street and running thence with the Western side of  
Beacon Street N 5-50 W 154.6 feet to an iron pin at the joint corner of Lots 1 and  
7; thence with the line of Lot 1, S 83-55 W 66 feet to an iron pin at the joint rear  
corner of Lots 7 and 8; thence with the line of Lot 8, S 5-50 E 154.7 feet to an iron  
pin on the northern side of Paris Mountain Avenue; thence with the northern side of  
Paris Mountain Avenue N 84-02 E 66 feet to the point of BEGINNING.

This is the identical property conveyed to the grantor herein (Gladys S. Williams) by  
deed of W. James Williams dated July 14, 1951, and recorded in the R.M.C. Office  
for Greenville County in Deed Book 438 at page 261. This is also the identical lot  
of land conveyed Leroy Phillips by Gladys S. Williams by deed dated August 20,  
1958 and recorded in Deed Book 604 at page 428 in the R.M.C. Office for Greenville  
County, South Carolina on August 21, 1958.

This mortgage is second in priority to a mortgage given to Carolina Fed. Savings & Loan  
dated August 20, 1958, and recorded in Real Estate Mortgage Book 756 at page 344 in  
the principal amount of \$9600.00