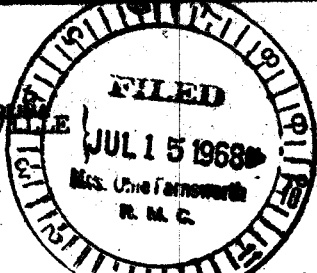


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1097 PAGE 449

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, THE SAID WALTER L. GOLDSMITH

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

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagee's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of EIGHT THOUSAND SEVEN HUNDRED AND NO/100

Dollars (\$ 8700.00) due and payable

IN 60 SUCCESSIVE MONTHLY PAYMENTS OF ONE HUNDRED FORTY FIVE AND NO/100 (145.00) DOLLARS BEGINNING AUGUST 15, 1968 AND DUE EACH AND EVERY MONTH ON THE 15th. THEREAFTER UNTILL THE ENTIRE AMOUNT IS PAID.

with interest thereon from date of the rate of SEVEN 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: FOREVER;

BEGINNING AT A POINT IN THE CENTER OF NEELY FERRY ROAD ON LOCKHART LINE, JOINT CORNER OF TRACT NO. 5 AND RUNNING WITH LOCKHART LINE NORTH 84-00 EAST 632.9 FEET TO STONE; THENCE NORTH 84-30 EAST, 396.0 FEET TO IRON PIN, ON LINE OF TRACT NO. 3; THENCE SOUTH 34-04 EAST, 990.0 FEET TO IRON PIN ON MARTIN LINE, JOINT CORNER OF TRACT NO. 3; THENCE ALONG MARTIN LINE NORTH 89-34 WEST, 847.0 FEET TO IRON PIN; JOINT CORNER OF TRACT NO. 5; THENCE NORTH 5-37 WEST 385.8 FEET TO IRON PIN; THENCE SOUTH 84-38 WEST, 538.7 FEET TO POINT IN CENTER OF NEELY FERRY ROAD; THENCE UP SAID ROAD NORTH 15-53 WEST, 419.6 FEET TO BEGINNING CORNER, AND CONTAINING 17.6 ACRES, MORE OR LESS, AND HAVING THEREON A FRAME DWELLING.

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.

#3315
August 15, 1968
at 11:15 AM
Witness:
Walter L. Goldsmith

Received of the above named
Mortgagee the sum of Eight
Thousand Seven Hundred and
no/100 Dollars (\$8700.00)
for the purpose of the above
described mortgage.
Witness my hand and seal
this 15th day of July 1968.
Clerk of the County of Greenville