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STATE OF SOUTH CAROLINA

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHÈREAS,

RICHARD EARL WOODS AND MARY ANN WOODS

thereinafter referred to as Morigagor) is well and truly indebted unto F. OF GREENVILLE, INC.

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FAIRLANE FINANCE COMPANY

(hereinafter referred to as Mortgages) as evidenced by the Mortgagor's promissory hote of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Thousand Four Hundred and Forty and no/100 -----

Dollars (\$ 1, 440, 00) due and payable

with interest thereon from date at the rate of eight per centum per annum, to be paid: After maturity.

WHEREAS, the Mertgagor 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 Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe 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, self and release unto the Mortgagoe, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying end being in the State of South Carolina, County of Greenville with all improvements thereon lying on the

Northern side of Alpha Drive in Gantt Township being known as Lot No. 122 on a Plat of Kennedy Park made by Piedmont Engineers and Architects, revised January 28, 1966, and recorded in the R. M. C. Office for said County and State in Plat Book JJJ at Page 179.

Together with all and singular rights, members, herditaments, and appurtenences to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, 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 selved of the premises hereinsbove described in fee simple absolute; that it has good right and is lawfully authorized to sell, convey or encumbes 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 Mortgages forever, from and against the Mortgagor and all persons whomseever lawfully claiming the same or any part thereof.