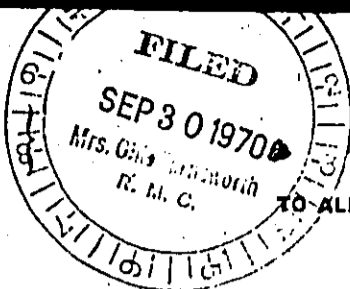


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



BOOK 1168 PAGE 133

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, LEROY PHILLIPS

(hereinafter referred to as Mortgagor) is well and truly indebted unto
FAIRLANE FINANCE CO. OF GREENVILLE, INC.

(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 TWO THOUSAND EIGHTY-EIGHT AND NO/100 DOLLARS -----

Dollars (\$ 2088.00-----) due and payable
in Fifty Eight Dollars (\$58.00) on the 5th day of November, 1970 and
Fifty-Eight Dollars (\$58.00) on the 5th day of each month thereafter,
until paid in full.

after maturity
with interest thereon from ~~date~~ at the rate of eight (8) per centum per annum, to be paid after maturity

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, with all improvements thereon, or hereafter constructed thereon, 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 intersection of Paris Mountain Avenue
and Beacon Street and running thence with the Western side of Beacon Street N 5-50 W 154.6 ft.
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 ft 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 ft to an iron pin on the northern side of Paris Mountain Ave.;
thence with 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 of 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.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or ap-
pertaining, 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.