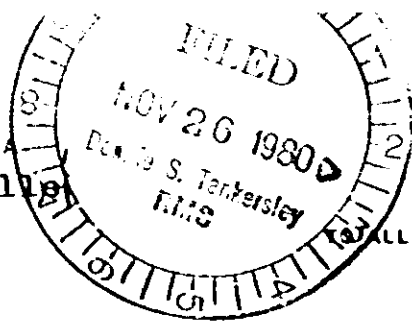


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, Jeff B. Raines

(hereinafter referred to as Mortgagor) is well and truly indebted unto B. P. Edwards, 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

Four Thousand and 00/100-----Dollars (\$4,000.00) due and payable

\$96.76 per month for sixty (60) months

with interest thereon from date at the rate of 15.75 per centum per annum, to be paid: monthly

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, in Gantt Township, being the rear portions of Lots 3 and 4 of the property of Mollie Fortner as shown on plat thereof, recorded in the R.M.C. Office for Greenville County in Plat Book F, at page 73, and having the following courses and distances, to-wit:-

BEGINNING at a point on the southwest side of Heatherly Drive, which point is 102.3 feet from the intersection of Heatherly Drive with Anderson Road, and running thence along the southwest side of Heatherly Drive, N. 50-34 W. 57 feet to an iron pin, joint corner of Lots No's 4 and 5; thence along the line of Lot No. 5 S. 37-20 W. 104.8 feet to an iron pin at the joint rear corners of Lots No's 2 and 3; thence along the joint line of said lots, S. 50-34 E. 57 feet to a point; thence on a line through Lots No's 3 and 4, N. 37-20 E. 104.8 feet to the beginning corner, and being the same lot of land conveyed to me by deed from Jeff R. Raines, dated the 18th day of July, 1952, and recorded in the R.M.C. Office for Greenville County in Book 459, at page 299.

Together with all and singular rights, members, hereditaments, 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.

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