

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Wilford J. Shelton and Carrie L. Shelton

(hereinafter referred to as Mortgagor) is well and truly indebted unto ITT Financial Services

(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 ten thousand six hundred thirty two dollars and 68/100 Dollars (\$10,632.68) due and payable

according to the terms of the above-referenced Promissory Note.

with interest thereon from _____ date _____ at the rate of 18% per centum per annum, to be paid, as stated above.

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

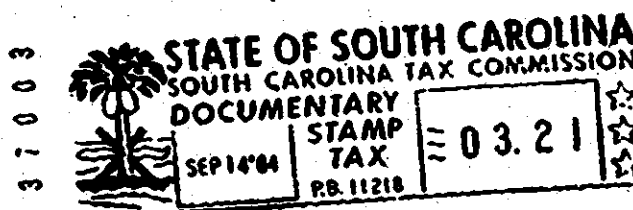
ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 28 of Subdivision known as Woodcliff as shown by plat thereof, prepared by Piedmont Engineers and Architects, dated June 23, 1971, and recorded in Plat Book 4-N at Page 44, in the RMC Office for Greenville County; said lot having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin at the joint front corner of Lot 28 and 29 on the Southern side of Woodcliff Court and running thence with said court, N. 63-22 E. 82.0 feet to a point at the intersection of Woodcliff Court and Rimrock Court, thence with said Rimrock Court, S. 71-38 E. 35.25 feet to a point, thence continuing with said Court S. 26-38 E. 110.0 feet to a point at the joint corner of Lots 28 and 27; thence with the joint property line of said lots S. 53-31 W. 106.7 feet to a point at the joint corner of Lots 28 and 29; thence with the joint property line of said lots N. 26-38 E. 150.0 feet to the beginning point, all calls being more or less.

This property is conveyed subject to all restrictions, easements and zoning ordinances of record or on the ground affecting said property.

This being the same property conveyed unto the Mortgagors herein by deed of Duane F. Imhof and Margaret M. Imhof, recorded in the RMC Office for Greenville County, South Carolina on September 25, 1978 at 11:22 AM in Deed Book 1088 at Page 508.

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