STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE WHOM THESE PRESENTS MAY CONCERN

WHEREAS, Faye Ellison (formerly Alice Faye M. Smeets)

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

Associates Financial Services Company of South Carolina, Inc.

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated One Dollar and Correction of Mortgage herein by reference, in the sum of) due and payable

with interest thereon from

at the rate of

per centum per annum, to be paid:

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 Mortgager 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 Greenville, being shown and designated as Lot 11, on State of South Carolina, County of a Plat of ECHO HILLS, recorded in the R.M.C. Office for Greenville County in Plat Book FFF at page 163, and has such metes and bounds as are shown on said plat.

This is the same property conveyed to the Mortgagor herein by deed recorded in Deed Book 886, at page 258, of Richard Smeets, dated January 9, 1970.

This mortgage is junior in lien to that certain mortgage in favor of Travelers Rest Federal Savings and Loan Association in the original amount of \$10,000, recorded June 19, 1964 in Mortgage Book 962 at page 366.

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 e ch 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 heireinabove described in ree 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. STORREENVILLE OFFICE SUPPLY CO.INC.