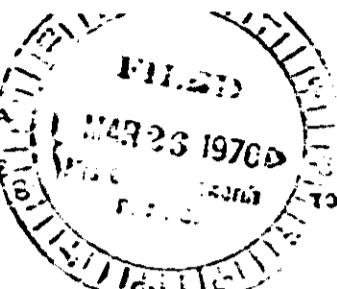


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 23 PAGE 47

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS,

BOYCE F. HELTON & Nancy Helton

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

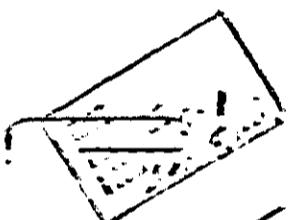
FAIRLANE FINANCE COMPANY OF GREENVILLE, INC. OF GREENVILLE, S.C.

(hereinafter referred to as Mortgaggee) 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 FIVE THOUSAND FIVE HUNDRED EIGHTY AND NO/100-----Dollars (\$ 5,580.00---) due and payable

Paid & Satisfied in full 1/3/77

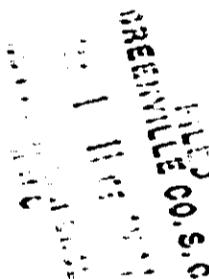
Fairlane Finance Inc.
of Greenville, SC

Dave Slackay
Secretary



R. Helton
wif.

27496



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 fixed 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 Mortgaggee, 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 have a defend all and singular the said premises unto the Mortgaggee forever, from and against the Mortgagor and all persons whenever lawfully claiming the same or any part thereof.

4328 RV.2