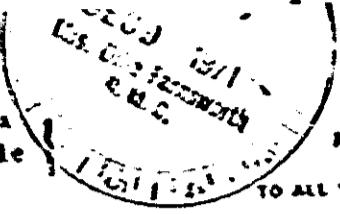


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

NO. 70 INC 56

TO ALL WHOM THESE PRESENTS MAY CONCERN

No. 1215 and 629

WITNESS: Arthur Ray and Sherrile J. Williams, 31 Crestmore Drive, Greenville, S.C.

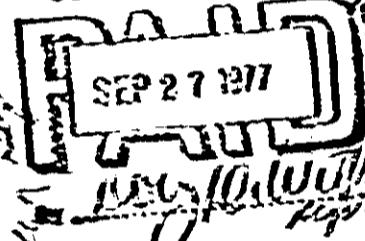
Borrower referred to as Mortgagor is well and truly indebted unto
Community First Corporation, Greenville, South Carolina, 29601

Borrower referred to as Mortgagor 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 One Hundred Sixty & no/100----- Dollars \$ 2160.00 due and payable

corner of lot 18 - each iron rim is situated 1037 feet east of the curved
intersection of Washington Avenue and running thence R. 15-13 W. 160
feet; thence N. 71-17 E. 60 Feet; thence S. 15-13 E. 159.9 feet to an
iron rim in said drive; thence with said drive S. 72-55 W. 28 feet; thence
with said drive E. 71-17 W. 32 feet to the point of beginning and being
the same conveyed to be in deed book 595 at page 33k.

USLIFE Credit Corp.



C. L. Chaffey
Witness

J. Moore
Witness

Together with all and singular rights, members, instruments, and appurtenances to the same belonging in any way incident or appertaining, and 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 Mortgagor, its heirs, successors and assigns, forever.

The Mortgagor covenants that it will fully sever all the premises heretofore 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 Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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