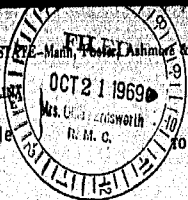


MORTGAGE OF REAL ESTATE - Math, Foster, Ashmore & Brissey, Attorneys at Law, Justice Building, Greenville, S. C.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville



MORTGAGE OF REAL ESTATE

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TO ALL WHOM THESE PRESENTS MAY CONCERN,

WHEREAS, We, George W. McCuen, and Margaret F. McCuen

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

(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 -----

Seven thousand two hundred thirty-eight and 40/100----- Dollars (\$ 7,238.40) due and payable

\$120.64 on the 25th day of each and every month hereafter, commencing November 25, 1969;

balance due October 25th, 1974;

with interest thereon from maturity at the rate of eight per centum per annum, to be paid on demand

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, Chick Springs Township, on the eastern side of Edwards Road, being known and designated as Lot No. 5, Section A, of a subdivision known as Green Forest, as shown on plat thereof prepared by Woodward Engineering Service, December, 1956, and recorded in the R. M. C. Office for Greenville County in Plat Book "KK", at page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Edwards Road, joint front corner of Lots Nos. 4 and 5, Section A, and running thence along the eastern side of Edwards Road N. 12-08 E. 100 feet to an iron pin at the corner of Lot No. 6; thence along the line of that Lot S. 77-08 E. 150 feet to an iron pin on the line of Section B; thence S. 12-08 W. 100 feet to an iron pin at the rear corner of Lot No. 4; thence along the line of that Lot N. 77-08 W. 150 feet to the beginning corner; this property is one of the lots conveyed to Herbert C. Wood by deed of William A. Vaughn, et al, in Deed Book 576 at page 198.

This is a second mortgage being junior in lien to a mortgage over the above property to First Federal Savings and Loan Association recorded in Mortgage Book 971 at page 139.

The above is the same property conveyed to the Mortgagors by deeds recorded in Deed Book 757 at page 119 and Deed Book 757 at page 96.

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.