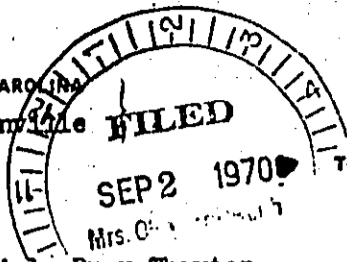


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, Viola Bray Thaxton

(hereinafter referred to as Mortgagor) is well and truly indebted unto Sterling Finance Company of Greenville

(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 Three thousand three hundred eighty four and no.100 Dollars (\$3384.00) due and payable

36 monthly installments of \$94.00

with interest thereon from date 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 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 being known and designated as lot No 80 according to a plat of Rockwood Park recorded in the RMC office for Greenville County in Plat Book 121, located in the city and county of Greenville, state of S.C. and according to said Plat having the following metes and bounds.

Beginning at an iron pin on the S.E. side of Rockwood Drive joint front corner of lots 79 & 80 and running thence S. 51-34 E. 230.3' to an iron pin; thence S. 42-07 W. 75.151' to an iron pin thence N. 51-34 W. 225.2' to an iron pin on the S.E. side of Rockwood Drive, thence along said S.E. side of Rockwood drive N. 38-26 E. 75' to an iron pin, the point of beginning, being the same property conveyed to the grantors herein by deed or R.T. Crawford dated 10/54 and recorded in the R.M.C. office of Greenville County in Book 504 Page 246.

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 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.