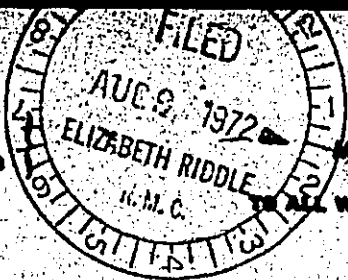


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



BOOK 1244 PAGE 275

MORTGAGE OF REAL ESTATE

IN ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, We the said James Ralph Rochester, Melba Hughey Rochester and Holiday Enterprises, Inc. (hereinafter referred to as Mortgagor) is well and truly indebted unto Fairlane Finance Co., Inc. Easley, South Carolina.

(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

Sixty Thousand, Seven Hundred Seventy and 40/100----- Dollars (\$ 60,770.40) due and payable in sixty equal monthly installments of \$1,012.84 each; the first installment being due and payable on the 10th. day of September, 1972, with a like sum being due and payable on the 10th. day of each succeeding calendar month thereafter until the entire amount of interest and principal has been paid in full.

with interest thereon from date of maturity at the rate of 7% 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; forever:

All that certain piece, parcel or lot of land, with all the improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate on the southern side of U.S. Highway 123 in Greenville Township, being shown and designated as Lots 11, 12, 13, 14, as shown on plat recorded in Plat Book Y at Page 87 and the adjoining lot designated as Lot 137 on plat recorded in Plat Book KK at Page 107, and when described as a whole contains the following metes and bounds:

BEGINNING at an iron pin at the Northeastern intersection of U. S. Highway 123 and River View Drive, and running thence with the eastern side of River View Drive North 3-21 West 200 feet to an iron pin on a 36 foot Alley; thence with the southern side of said Alley the following courses and distances: North 81-29 East 86 feet; North 83-01 East 100 feet; North 84-01 East 100 feet; North 84-33 East 200 feet to pin at rear corner of Lot 10; thence with the line of Lot 10 South 3-11 West 200 feet to pin on northern right-of-way of U. S. Highway 123; thence with the northern side of said right-of-way, the following courses and distances: South 85-15 West 100 feet; South 84-33 West 100 feet; South 84-01 West 100 feet; South 83-01 West 100 feet; South 81-29 West 86 feet to the point of BEGINNING; said property being the same conveyed to the mortgagors by deeds recorded in Volumes 456, 475, 300, 623, 488 and 748 at 188.

In event of pre-payment unearned finance charges will be refunded based on the "Rule of 78's".

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.