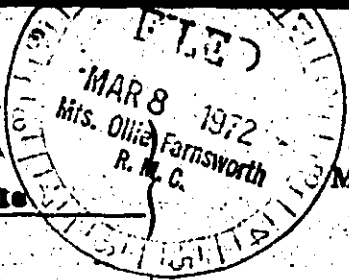


STATE OF SOUTH CAROLINA
COUNTY OF Greenville



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MORTGAGE OF REAL ESTATE

Whereas, Edward K. Shearer and Jacqueline T. Shearer

of the County of Greenville, in the State aforesaid, hereinafter called the Mortgagor, is

indebted to Stephenson Finance Company Incorporated, Consumer Credit Company Division, a corporation organized and existing under the laws of the State of South Carolina, hereinafter called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference

in the principal sum of Four Thousand Two Hundred and no/100 Dollars (\$ 4,200.00); and,

Whereas, the Mortgagee, at its option, may hereafter make additional advances to the Mortgagor, or his successor in title, at any time before the cancellation of this mortgage, which additional advance(s) shall be evidenced by the Note(s) or Additional Advance Agreement(s) of the Mortgagor, shall bear such maturity date and other provisions as may be mutually agreeable, which additional advances, plus interest thereon, attorneys' fees and Court costs, shall stand secured by this mortgage, the same as the original indebtedness, provided, however, that the total amount of existing indebtedness and future advances outstanding at any one time may not exceed the maximum principal amount of

Ten Thousand Three Hundred Twenty Five and no/100 Dollars (\$ 10,325.00), plus interest thereon, attorneys' fees and Court costs.

Now, Know All Men, the Mortgagor in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of One Dollar (\$1.00) 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, assigned, and released, and by these presents does grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns the following-described property:

ALL that piece, parcel or lot of land situate, lying and being on the western side of Keith Drive in the City of Greenville, County of Greenville, State of South Carolina and known and designated as Lot No. 3 property of W. T. Thomas, plat of which is recorded in the Office of R.M.C. Greenville in Plat Book KKK, page 47, said lot having such metes and bounds as have thereon.