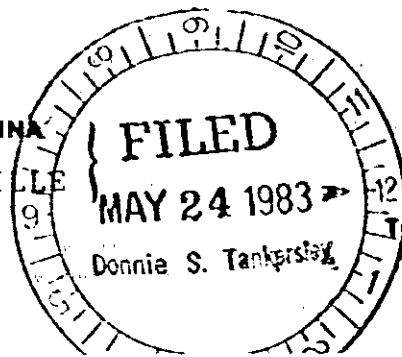


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE

BOOK 1607 PAGE 926

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, we, the said Alonzo Lester and Willie Mae Lester
(hereinafter referred to as Mortgagor) is well and truly indebted unto Pickensville Investment Company

(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 Sixteen Thousand Nine Hundred Forty Eight and no/100 Dollars (\$16,948.00) due and payable in 76 successive monthly payments of Two Hundred Twenty Three and no/100 (\$223.00) Dollars beginning June 5, 1983 and due the 5th of each and every month thereafter until the entire amount is paid in full.

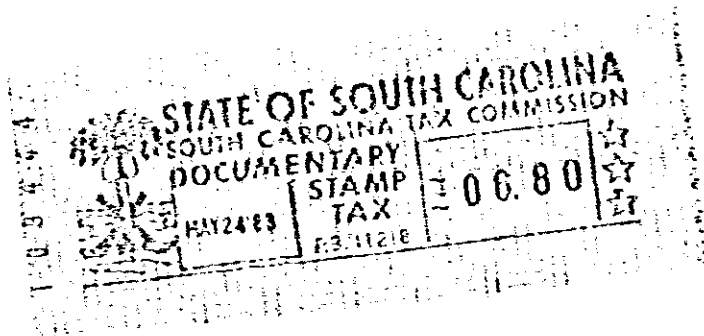
with interest thereon from ~~date~~ maturity at the rate of 18 per centum per annum, to be paid: semi annually

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 lot of land with improvements, situate, lying and being on the North western side of Willard Street in Greenville County, South Carolina, being shown and designated as Lot No. 8 on a plat of Abney Mills, Poinsett Plant Property, dated March 5, 1959, prepared by Pickell & Pickell, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book QQ at page 51, reference to which is hereby craved for the metes and bounds thereof.

This is the identical property conveyed to Alonzo (NMI) Lester and Willie Mae Simpson Lester by George Romney, Secretary of Housing and Urban Development by deed dated and recorded April 24, 1972 in Deed Book 941 at page 501 in the RMC Office for Greenville County, South Carolina.



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Together with all and singular rights, members, herditaments, 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.

4. 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.