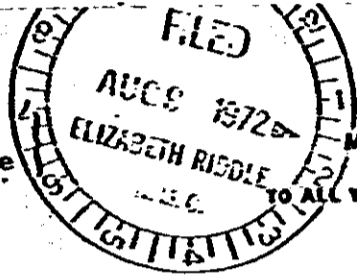


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STATE OF SOUTH CAROLINA
COUNTY OF Greenville



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MORTGAGE OF REAL ESTATE

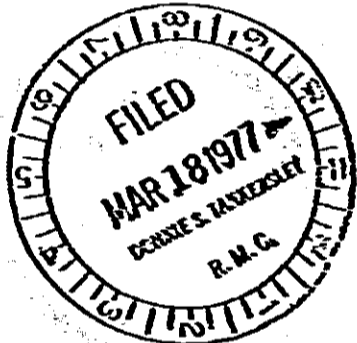
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TO ALL WHOM THESE PRESENTS MAY CONCERN:

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 Mortgagee'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 on the 1st day of March 1977. In event of pre-payment unearned finance charges will be refunded based on the "Rule of 78's".



MAR 18 1977

Account
Account Paid In Full 9-28-76

FAIRLANE FINANCE CO., INC.

Nancy J. Dagan

Witness:
Debbie Faircloth

T.C.C. No

2572 Min 10K

24627

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 Mortgagee 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 Mortgagee further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagee and all persons whomsoever lawfully claiming the same or any part thereof.

FFL-100

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