

STATE OF SOUTH CAROLINA
 COUNTY OF GREENVILLE
 MORTGAGE OF REAL ESTATE

10 55 AM '74
 DONNIE S. TANKERLEY
 TO WHOM THESE PRESENTS MAY CONCERN:
 THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000.

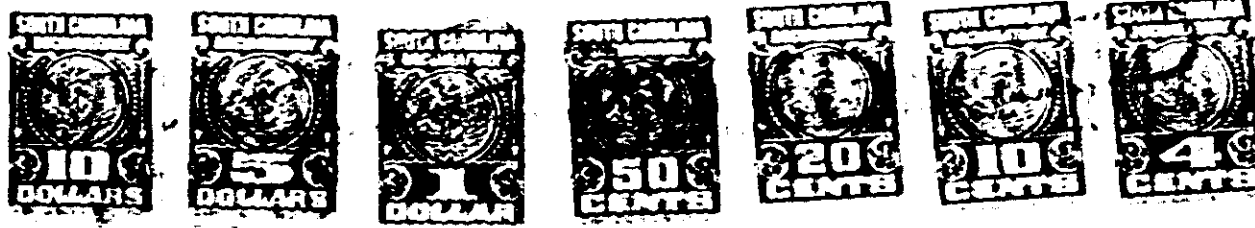
WHEREAS, PIONEER FEDERAL SAVINGS
 (hereinafter referred to as Mortgagor) is well and truly indebted unto FOC FINANCIAL SERVICES, INC.
 its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the
 Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of
Twenty Two Thousand Five Hundred and 00/100 Dollars (\$ 22,500.00) due and payable
 in monthly installments of \$ 300.00, the first installment becoming due and payable on the 25th day of July, 19 74
 and a like installment becoming due and payable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest
 thereon from maturity at the rate of seven per centum per annum, to be paid on demand.

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 and other obligations for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, the
 Maximum Outstanding at any given time not to exceed said amount stated above, 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, to wit: All that lot of land in the County of Greenville, State of
 South Carolina, being known and designated as Lot No. 3 of Block B, Riverside Subdivision, as
 shown on plat recorded in plat book No. 323 of the Public Office for Greenville, South Carolina,
 said lot having a frontage of 5 feet on Block B street, with a general depth of 125 feet to an
 alley.

This is the same lot of land conveyed to the Mortgagor by Deed of Trust, William and Frances B.
 Pallentine by deed dated October 20, 1971 and recorded in the Public Office for Greenville, S.C., and is conveyed subject to all restrictions, easements or
 rights-of-way of record or on the ground.



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 herein specifically stated otherwise as follows:

This is a First Mortgage.

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

The Mortgagee further covenants and agrees as follows:

(1) That this mortgage shall secure the Mortgagee for such further sums as may be advanced hereafter, at the option of the Mortgagee, for the payment of
 taxes, insurance premiums, public assessments, repairs or other purposes pursuant to the covenants herein. This mortgage shall also secure the Mortgagee for any
 further loans, advances, readvances or credits that may be made hereafter to the Mortgagee by the Mortgagee so long as the total indebtedness thus secured does not
 exceed the original amount shown on the face hereof. All sums so advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand
 of the Mortgagee unless otherwise provided in writing.

(2) That it will keep the improvements now existing or hereafter erected on the mortgaged property insured as may be required from time to time by the
 Mortgagee against loss by fire and any other hazards specified by Mortgagee, in an amount not less than the mortgage debt, or in such amounts as may be required
 by the Mortgagee, and in companies acceptable to it, and that all such policies and renewals thereof shall be held by the Mortgagee, and have attached thereto loss
 payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when due, and that it does hereby assign to the
 Mortgagee the proceeds of any policy insuring the mortgaged premises and does hereby authorize each insurance company concerned to make payment for a loss
 directly to the Mortgagee, to the extent of the balance owing on the Mortgagee debt, whether due or not.

(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue
 construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever repairs
 are necessary, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the
 mortgage debt.

(4) That it will pay, when due, all taxes, public assessments, and other governmental or municipal charges, fines or other impositions against the mortgaged
 premises. That it will comply with all governmental and municipal laws and regulations affecting the mortgaged premises.

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises to and after its default hereunder, and agrees that, should legal proceedings
 be instituted pursuant to this instrument, any judge having jurisdiction may, at Chambers or otherwise, appoint a receiver of the mortgaged premises, with full
 authority to take possession of the mortgaged premises and collect the rents, issues and profits, including a reasonable rental to be fixed by the Court in the event
 said premises are occupied by the mortgagor and after deducting all charges and expenses attending such proceedings and the execution of its trust as receiver, shall
 apply the residue of the rents, the issues and profits toward the payment of the debt secured hereby.

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