THIS MORTGAGE is made this let day of August between the Mortgagor, William Frank And Rebecca Ann Carlton

(herein "Borrower"),

and the Mortgagee, Family Federal Savings & Loan Association, a corporation organized and existing under the laws of The United States of America, whose address is #3 Edwards Bldg., 600 N. Main St., Greer, S.C. 29651 (herein "Lender").

To Secure to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Greenville , State of South Carolina:

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, in the City of Greer, lying on the east side of Pelham Street, having the following courses and distances:

BEGINNING on a stake on the east side of Pelham Street, at the intersection of said street with Carey Avenue and running thence along the northern edge of Carey Avenue S. 55-04 E. 170 feet to a turn; thence continuing with the northern side of said Carey Avenue S. 59-04 E. 110 feet to a stake, corner of Lot 6 F; thence N. 35-00 E. 212 feet to a stake on line or corner of Lot 6 K; thence N. 55-04 W. 280 feet to a stake on the east side of Pelham Street; thence therewith S. 14-56 W. 218.5 feet to the beginning corner.









5.8.00

To Have an to Horounto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate in the event this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANAS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness explained by the Note into payment, and like horges or provided in the Note, and the principal of and interest on any Future Advances is used by the Mongage.