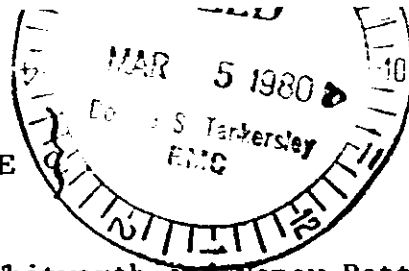


STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE



MORTGAGE OF REAL ESTATE
TO ALL WHOM THESE PRESENTS MAY CONCERN:

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WHEREAS, Jeff Whitworth and Nancy Pettigrew

(hereinafter referred to as Mortgagor) is well and truly indebted unto **SOUTHERN FINANCIAL SERVICES, INC.**, Post Office
Box 10242, Greenville, S. C. 29603

(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 Thousand and no/100-----Dollars(\$ 20,000.00) due and payable

In One Hundred Twenty (120) consecutive monthly installments of Three Hundred
Twenty-two and 62/100 (\$322.62) dollars, beginning on April 7, 1980, and
on the same day of each month thereafter until paid in full,

with interest thereon from March 7, 1980 at the rate of 15.00 per centum per annum, to be paid:

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 piece, parcel or lot of land situate, lying and being
in the City and County of Greenville, State of South Carolina,
known as Lot NO. 15, according to plat of Northwoods, made
by Piedmont Engineering Service, dated April 24, 1947, revised
April 5, 1948, and recorded in the RMC Office for Greenville
County in plat book S at page 157 and having according to
said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of Windsor Drive
at a point 530 feet west of the intersection of Windsor
Drive and Summitt Drive, which pin is the joint front corner
of lots nos. 13 and 15 and running thence along the northern
side of Windsor Drive, N89-32W, 70 feet to an iron pin, joint
front corner of lots nos. 15 and 17; thence along the line of
lot no. 17, N2-30E, 178.6 feet to an iron pin, joint
rear corner of Lots nos. 15 and 17; thence S89-32E, 70 feet
to an iron pin, joint rear corner of lots nos. 13 and 15;
thence along the line of lot no. 13, S2-30W, 178.6 feet to the point
of BEGINNING.

THIS IS THE IDENTICAL property this date conveyed to
Mortgagors herein by deed of John S. Martin and Susan
J. Martin, to be recorded simultaneously herewith.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or apper-
taining, and all of 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 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 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.

The Mortgagor 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 Mortgagor 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
Mortgage 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 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.

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