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CONFIRMED 9:23 AM

Total Note: \$58,860.00  
Advance: \$29,056.00

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

**MORTGAGE OF REAL ESTATE**

TO ALL WHOM THESE PRESENTS MAY CONCERN:  
THIS MORTGAGE SECURES FUTURE ADVANCES - MAXIMUM OUTSTANDING \$100,000

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WHEREAS, Berry Martin Carlton  
 (hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Co. of S.C., Inc.  
1948 Augusta Street Greenville, SC 29605, 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 principal sum of Twenty-nine  
Thousand fifty-six & 00/100 Dollars (\$ 29,056.00 ) plus interest of  
Twenty-nine thousand eight hundred four & 00/100 Dollars (\$ 29,804.00 ) due and payable in monthly installments of  
 \$ 545.00 the first installment becoming due and payable on the 13th day of November, 19 83 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: Being more particularly described as Lot 65, Section C,  
 as shown on plat entitled "A Subdivison of Woodside Mills, Greenville, S.C." made by Pickell and  
 Pickell, Engineers, Greenville County in Plat Book W at Pages 111-117, inclusive; said lot  
 having such metes and bounds as shown thereon.

The attached call option provision is part of this deed, deed of trust or mortgage to secure debt.

This is the same property conveyed from Katherine Donehue to Berry Martin Carlton and Lisa K.  
 Carlton by deed recorded August 10, 1976 in Vol. 1041, page 38. Subsequently, Lisa K. Carlton  
 deeded her undivided one-half interest to Berry Martin Carlton by deed recorded November 7, 1979  
 in Vol. 1115, page 136.

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 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 herein specifically stated otherwise as follows:

NONE

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 Mortgagee's 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 from and after any 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 proceeding 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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