Total Note: \$38,340.00 Advance: \$18384.00

STATE OF SOCIETY STATE Advance:

COUNTY OF GREENVILLE TO COUNTY OF COUNTY OF

HAN SHIRE HOW THESE PRESENTS MAXIMUM OUTSTANDING \$100,000.

DONNIC L COUNSLEY

WHIRIAS AFTENCD. Beattie and Polly A. Beattie

thereinalter 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 thereinalter referred to as Mortgagee) as evidenced by the Mortgagor's promissors note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of Eighteen thousand, three hundred eighty-four & 00/100

Nineteen thousand nine hundred fifty-six &00/109 bollars is 19,956.00

Ibollars is 18,384.00

Ibollars is 18,384.00

Idue and pasable in monthly installments of and pasable on the first installment becoming due and pasable on the list day of January

In 84

Installment becoming due and pasable on the same day of each successive month thereafter until the entire indebtedness has been paid, with interest thereon from muturity at the rate of seven per centum per annum, to be paid on demand

WHI REAS, 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 Mortgagor at any time for advances made to or for his account by the Mortgagor, 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 Mortgagor at and before the scaling 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 Mortgagor, 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 Sixte of South Carolina. County of <u>GREENVILLE</u> to wit On the southern side of Mount Pleasant Avenue in the County of Greenville, State of South Carolina, being shown as Lot No. 38 on a plat of Sans Souci Heights, dated June 4, 1950, prepared by W. J. Riddle, recorded in Plat Book Y at page 25 in the RMC Office for Greenville County, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Mount Pleasant Avenue at the front corner of Lot 37 and Lot 38 and running thence with Lot 37 S. 13-28 W. 130 feet to an iron pin at the joint rear corner of Lot 37 and Lot 38; thence N. 76-40 W. 65 feet to an iron pin on the eastern side of Tindall Road; thence with said road N. 13-28 E. 130 feet to an iron pin at the southeastern corner of the intersection of Mount Pleasant Avenue and Tindall Road; thence with said avenue S. 76-40 E. 65 feet to the point of beginning.

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

This is the same properly conveyed from H. C. Wilson and Nina S. Wilson by deed recorded October 20, 1976 in Vol. 1044, page 864.

Together with all and ungular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertuning, and of all the tents, muses, 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 ungular the said premiers unto the Mortgager, its hears, successors and assigns, foreser.

The Mortgague coverants that it is invitally seared of the premises hereignbove described in fee sample absolute, that it has good right and is lawfully authorized to self, convey or encumber the same, and that the premises are free and clear of all here and encumberances except as herein specifically stated otherwise as follows:

NONE

The Mortgagor further coverants to warrant and forever defend all and ungular the and premises unto the Mortgagor forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof

The Mortpigor further covenants and agrees as follows

- (1) That this mortgage shall secure the Mortgages for such further sums as may be advanced hereafter, at the option of the Mortgages, for the payment of takes, insurance premiums, public assessments, repurs or other purposes pursuant to the coverants herein. This mortgage shall also secure the Mortgages for any further loans, advances, readvances or credits that may be made hereafter to the Mortgages by the Mortgages so long as the total indebtedness thus member of the distances the original amount shown on the face hereof. All sums to advanced shall bear interest at the same rate as the mortgage debt and shall be payable on demand of the Mortgages unless otherwise provided in writing.
- (2) That it will keep the improvements now existing or hereafter erected on the mortgaged properly 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 thereof in a down that it does hereby assign to the payable clauses in favor of, and in form acceptable to the Mortgagee, and that it will pay all premiums therefor when doe; and that it does hereby assign to the Mortgagee the proceeds of any policy mining the mortgaged premiurs and does hereby authorize each industance 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.
- 13) That it will keep all improvements now custing or hereafter erected in good repair, and, in the case of a construction bone, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgager may, at its option, enter upon said premiers, make whatever repairs are no excist, including the completion of any construction work underway, and charge the expenses for such repairs or the completion of such construction to the mortgager 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 tents, 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 padje 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, must and profits, including a reasonable rental to be fixed by the Court in the event and premises are occupied by the mortgager and after deducing all charges and expenses attending such proceeding and the execution of its trust as receiver, shall apply the transfer of the rents, the rents and profits toward the gay ment of the debt secured hereby.

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