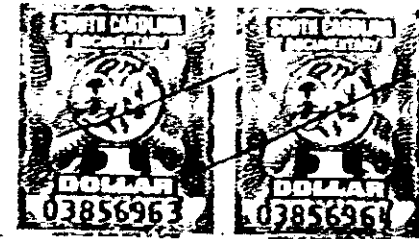


MORTGAGE OF REAL ESTATE



TO ALL WHOM THESE PRESENTS MAY CONCERN:
THIS MORTGAGE SECURES FUTURE ADVANCES

WHEREAS, ^{GREENVILLE FILED} Timothy H. Lawson and Debra Lawson

(hereinafter referred to as Mortgagor) is well and truly indebted unto Associates Financial Services Company of South Carolina, Inc., its successors and assigns forever (hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's loan agreement of even date herewith, the terms of which are incorporated herein by reference, in the amount of \$ 9096.70, together with interest as provided in the loan agreement.

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 known and designated as Lot No. 411, Section 2, of the ABNEY MILLS, Brandon Plat Subdivision, recorded in the RMC Office for Greenville County in Plat Book QQ at Page 56 to 59 and having, according to said plat, such metes and bounds as are more fully shown thereon.

this being the same property conveyed to Noah Hoyt Lawson by deed by Abney Mills dated May 12, 1959, recorded in Deed Book 624 at Page 304; Noah Hoyt Lawson died intestate on February 15, 1964, leaving as his sole heirs at law Lucille W. Lawson, Richard Dale Lawson, and Timothy Hoyt Lawson (See Greenville County Probate Apt. 862, file 17); Lucille Bertha Lawson died intestate on June 19, 1978, leaving as her sole heirs at law Richard Dale Lawson and Timothy H. Lawson (See Greenville County Probate Apt. 1527, file 6); Richard Dale Lawson conveyed his one-half interest in said property to Timothy H. Lawson by deed dated January 9, 1981, recorded on January 13, 1981 in Deed Book 1140 at Page 64); Timothy H. Lawson conveyed a one-half interest in said property to Debra Lawson by deed dated July 27, 1981, recorded July 31, 1981 in Deed Book 1152 at Page 769.

The attached call option provision is a part hereof.

Together with all and singular rights, members, hereditaments, and appurtenances to the same appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intent of the parties that 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:

Mortgage in favor Greenville County Redevelopment Authority dated July 27, 1981 recorded on July 31, 1981 in mortgage book 1548 at page 621 in original amount of \$10,860.00.

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 debt, whether due or not.

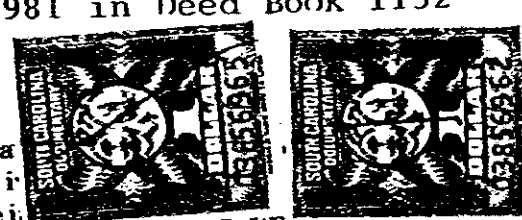
(3) That it will keep all improvements now existing or hereafter erected in good repair, and, in the case of a construction loan, that it will continue construction until completion without interruption, and should it fail to do so, the Mortgagee may, at its option, enter upon said premises, make whatever 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 mortgagee debt.

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

(5) That it hereby assigns all rents, issues and profits of the mortgaged premises from and after any default hereunder, and agree 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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