

MORTGAGEE

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC.
4142 1948 AUGUSTA STREET GREENVILLE

REAL ESTATE MORTGAGE

SOUTH CAROLINA

BOOK 1408 PAGE 817

BRANCH OFFICE STREET ADDRESS CITY AND STATE

ACCOUNT NUMBER 360125-6 01

DATE 08-25-77

10-01-77

09-01-84

ANNUAL PERCENTAGE RATE

17.50

MORTGAGOR THREATT, JEANNE D

574.04

R.H.C.

4290.11

FINANCE CHARGE

157 W EARLE ST

705.60

NONE

5789.89

GREENVILLE SC

29601

120.00

120.00

10080.00

WITNESSETH Mortgagors jointly and severally grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns, the real property hereinafter described, together with all the rights and appurtenances thereto, to secure the payment of the total amount stated above. The property hereby mortgaged, and described below, includes all easements, appurtenances, rights, privileges, interests, rents, issues, profits, fixtures and appliances thereunto attaching or in any way connected therewith.

TO HAVE AND TO HOLD the said property hereinafter described, with all the privileges and appurtenances thereunto belonging unto mortgagee, its successors and assigns forever, and mortgagors hereby covenant that mortgagors are seized of good and perfect title to said property in fee simple and have authority to convey the same that the title so conveyed is clear, free and unencumbered except as hereinafter appears and that mortgagors will forever warrant and defend the same unto mortgagee against all claims whatsoever except those prior encumbrances, if any, hereinafter shown.

If mortgagors shall fully perform all the terms and conditions of this mortgage and shall pay in full in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be null and void and of no further force and effect.

MORTGAGORS AGREE to keep the mortgaged property, including the buildings and improvements thereon, fully insured at all times against all hazards with an insurance company authorized to do business in the State of South Carolina as applicable to Mortgagee. Such policy shall contain a loss-payable clause in favor of Mortgagee as its interest may appear, and if Mortgagee fails to do this, hereby authorize Mortgagee to insure or renew insurance on said property in a sum not exceeding the amount of Mortgagee's indebtedness for a period not exceeding the term of such indebtedness, and to charge Mortgageors with premium therefor, or to add such premium to Mortgageors' indebtedness. If Mortgagee elects to waive such insurance, Mortgageors agree to be fully responsible for any loss or damage to the mortgaged property, whether or not caused by fire, theft, or other cause whatsoever. Mortgageors agree that any sums advanced or expended by Mortgagee for the protection or preservation of the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgageors further agree to pay all taxes, assessments, costs for repairs and any other expenses incident to the ownership of the mortgaged property when due or demanded, and to pay, when due or demanded, interest and principal on account of any indebtedness which may be secured by a lien superior to the lien of this mortgage, and existing on the date hereof, if Mortgageors fail to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same out of the principal of said mortgage. Mortgageors with the same intent shall add the same to Mortgageors' indebtedness secured hereby. To evidence this mortgage, the parties hereto have caused this mortgage and all the conditions and obligations of the mortgaged property, and improvements thereon, and not to admit or allow anyone to take any action which would prejudice the mortgaged property in its present condition and repair, normal and ordinary depreciation excepted. To evidence this mortgage, the parties hereto have caused this mortgage and all the conditions and obligations of the mortgaged property.

If default be made in the terms or conditions of the debt or debts hereby secured, or of any of the terms of this mortgage, or in the payment of any installment when due, or if Mortgageors shall become bankrupt or insolvent, or make an assignment for the benefit of creditors, or have a receiver appointed, or should the mortgaged property, or any part thereof, be attached, levied upon, or seized, or if any of the representations, warranties or statements of Mortgageors hereinafter contained be incorrect, or if the Mortgageors shall abandon the mortgaged property, or sell or attempt to sell all or any part of the same, then, from the date of such event, there shall be due and payable, without notice or demand, and shall be due and payable at law or by foreclosure of this mortgage, in any case, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property, with the rents, issues, profits and profits therefrom, with or without foreclosure or other proceedings. Mortgageors shall pay all costs and attorneys' fees which shall be incurred, to be paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution or existence of this mortgage, and in the event of foreclosure of this mortgage, Mortgageors will pay to Mortgagee, in addition to taxable costs, a reasonable amount as attorneys' fees and a reasonable fee for the search made and preparation for such foreclosure, together with all other and further expenses of foreclosure and sale, including expenses, fees and payments made to prevent or remove the imposition of liens or claims against the property, and expenses of upkeep and repair made in order to place the same in a condition to be sold.

No failure on the part of Mortgagee to exercise any of its rights hereunder for defaults or breaches of covenant shall be construed to prejudice its rights in the event of any other or subsequent defaults or breaches of covenant, and no delay on the part of Mortgagee in exercising any of such rights shall be construed to preclude it from the exercise thereof at any time during the continuance of any such default or breach of covenant, and Mortgagee may enforce any one or more remedies hereunder successively or concurrently, at its option.

All rights and obligations hereunder shall extend to and be binding upon the several heirs, successors, executors, administrators and assigns of the parties hereto.

The plural as used in this instrument shall include the singular where applicable.

The real property hereby mortgaged is located in Greenville County, State of South Carolina, and is described as follows: on southwestern side of Joe Lewis Ave, being shown & designated as Lot Number 14 according to plat of Arnold Place, prepared by Dalton & Neves, Eng., in December 1944, recorded in Plat Book O at Page 111. This is the same property conveyed to Mortgagor by deed of Sarah Lee Earle, et al by deed dated and recorded October 27, 1976. ALSO: All that lot in said County and State known and designated as Lot 5 on plat of property of Estate of Aaron Brockman recorded in Plat Book A at Page 537. This is the same property conveyed to Mortgagors by deed of Sarah Lee Earle recorded October 29, 1976.

Title to said property is clear, free and unencumbered except (state exceptions, if any)

IN WITNESS WHEREOF, Mortgagors have executed this mortgage on the day above shown.

Patricia L. Tucke Jeanne D. Thrett

(SEAL)

(SEAL)

4328 RV-2