MORTGAGEE

REAL ESTATE MORTGAGE

ASSOCIATES FINANCIAL SERVICES COMPANY OF SOUTH CAROLINA, INC

BOOK 1417 PAGE 53

SOUTH CAROLINA

043331-C 17	11-14-77	12-17-77	11-17-79	ANNUAL PERCENTAGE RATE →	27.59	
BERRY WILLIAM RAYMOND		37.56			327.73	← FINANCE CHARGE
SIZEMORE BEATRICE BERRY						
3 CHESTNUT ST		27.36	37.62		1042.44	
GREENVILLE SC	29605		59.17	23 57.00	1370.17	

WITNESSETH Mortgagors hereby and solidarily grant, bargain, sell, convey and mortgage to Mortgagee, its successors and assigns the real property hereinafter described as security for the payment of a note of even date herewith in the sum and on terms stated above.

The property hereby mortgaged and described below includes all improvements, appurtenances, rents or profits, interests, rents, issues, profits, fixtures and appliances thereon attaching or in any way thereunto appertaining.

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 the claims of all persons whomsoever except as hereinafter shown.

If Mortgagors shall fully perform all the terms and conditions of this mortgage and the note secured hereby in accordance with its terms, the obligations which this mortgage secures, then this mortgage shall be cancelled and satisfied of record.

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 South Carolina and acceptable to Mortgagee, which policy shall contain a loss payable clause in favor of Mortgagee as its interest may appear, and if Mortgagors fail so to do, then hereby authorize Mortgagee to insure or renew insurance on said property, in such amount as Mortgagee may elect, but not exceeding the term of such indebtedness, and to charge Mortgagors with such premium or to add such premium to Mortgagors' indebtedness. If Mortgagee elects to make such insurance Mortgagors agree to be fully responsible for damage or loss resulting from any cause whatsoever. Mortgagors agree that any sums advanced or expended by Mortgagee for any purpose in connection with the property shall be repaid upon demand and if not so paid shall be secured hereby. Mortgagors further agree to pay all taxes, assessments, fees for repairs and any other expenses incident to the ownership of the mortgaged property, after due in order that no part of this mortgage and the note existing may be created against the property during the term of this mortgage, and to pay, when due, any charges or any part of any indebtedness which may be secured by a lien superior to the lien of this mortgage and exists at the time of Mortgagee's failure to make any of the foregoing payments, they hereby authorize Mortgagee to pay the same or any part of it, and add the amount so paid to Mortgagors' indebtedness secured hereby. To exercise due diligence in the care and preservation of the mortgaged property, to keep the mortgaged property free from injury and waste, and not to commit or allow waste of the mortgaged property, and to keep the mortgaged property in as present condition and repair, normal and ordinary depreciation excepted. To exercise reasonable care and watch over the mortgaged property.

A default be made in the terms or conditions of the note or notes hereby secured or of any of the terms of this mortgage or in the payment of any instalment when due or if Mortgagors shall become 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 on, or seized or if any of the representations, warranties or statements of Mortgagors herein contained be incorrect or if the Mortgagors shall abandon the mortgaged property or sell or attempt to sell all or any part of the same, then the whole amount hereby secured shall at Mortgagee's option become immediately due and payable without notice or demand, and shall be collectible in a suit at law or by foreclosure of this mortgage, or any other remedy, regardless of such enforcement, Mortgagee shall be entitled to the immediate possession of the mortgaged property with the rents, issues, and profits thereunto, with or without foreclosure or other proceedings. Mortgagors shall pay all costs and attorneys' fees which may be incurred or paid by Mortgagee in connection with any suit or proceeding to which it may be a party by reason of the execution of this mortgage, and in the event of foreclosure of this mortgage, Mortgagors 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 impairment or lien or claim against the property, and expenses of repairs 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: being a portion of Lot Number 17, Block I of Melrose Land Company as shown on plat recorded in Plat Book A at Page 157 of the RMC Office for Greenville County, described as follows: BEGINNING at a point on Chestnut Street (which point is 142 feet N 51½ W from the northwest corner of Chestnut & McGarity St) and running thence, N 45 E 90 feet; thence S 34 E 56 feet; thence, S 57 W 73 ft. to Chestnut Street; thence N 51½ W 41 feet to the point of beginning. This is the same property conveyed to the Mortgagors by deed of Charles J. Spillane recorded July 9, 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.

Vickie L. McAbee — Witness

Ann S. Kistler — Witness

William Raymond Berry (SEAL) Mortgagor

Beatrice Berry Sizemore (SEAL) Mortgagor

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ORIGINAL

(CONTINUED ON NEXT PAGE)

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