BOBBY LEE SHELF AND EYEVIA B. SHELF WHEREAS,

SOUTHERN FINANCIAL SERVICES, INC. (bereinafter referred to as Mortgagor) is well and truly indebted up to

P.O. Box 10242, Federal Station, Greenville, S.C. 29603

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promission noise of even date herewith, the terms of which are incorporated herein by reference, in the sum of

Eight Thousand Fifty-nine and 75/100------ 8059.75

1 dec and payable

In Seventy-two (72) consecutive monthly installments of One Hundred Sixty-six and 06/100 (\$166.06) dollars, beginning on June 9, 1979, and on the same day of each month thereafter until paid in full,

with interest thereon from

May 9, 1979

14.00 at the fare of

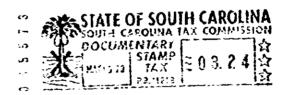
per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagor for such further sums as may be advanced to or for the Mortgagor's account for taxes, incurance from any public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforeign dept, and in order to secure the payment thereof, and of any other and further sums fee which the Mortgagor may be indefted to the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also it consideration of the further sum of Three Dictars (\$3 feet to the Mortgagor in hand well and truly paid by the Mortgagor at and before the scaling and delivery of those process, the recopt whereof is hereby acknowledged, has granted, bargained, sold and released, and by the process does grant, hargain, soil 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 State of South Carolina, County of Greenville, on the easterly side of Spring Forest Drive, and being shown and designated as Lots 2 and 3 on a plat of South Forest Estates recorded in the RMC Office for Greenville County in Plat Book KK at Page 117, reference to said plat being hereby craved for a more particular description.

This is the same property conveyed to the mortgagors herein by deed of W.C. and Lilly Mathewson Kay recorded April 28, 1972 in Deed Book 942 at Page 156.



Together with all and singular rights, members, hereditaments, and apputtenances to the same belonging in any way incident or apper-taining, and all of 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 titled thereto in any manner, it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furn ture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortyagee, its hoirs, successors and assigns, forever,

The Mortgagor coverants that it is lawfully seized of the promises hereinabove fescribed in tee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the promises are tree and clear of all hers and encumbrances except as provided herein. The Mortgagor further coverants to warrant and terever defend all and singular the said promises unto the Mortgagor 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:

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(1) That this mortgage shall secure the Mortgagee for such further sams 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 mortgagee shall also secure the Mortgagee for any further loans, advances, readvances or credits that may be made hereafter to the Mortgager 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 Mortgage unless otherwise provided in writing.

(1) That it will know the improvements non-equation or hereafter are fed up the operators and provided and applied to the control of the Mortgage unless otherwise provided in writing.

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(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 Mortgage 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 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.

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